

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment Number Two to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Register.com, Inc.		06/26/2007	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Ableco Finance LLC, as agent
<b>Street Address:</b>	299 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10171
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	2350134	SITEAMERICA
Registration Number:	2664967	REGISTER.COM
Registration Number:	2521805	FIRSTSTEPSITE
Registration Number:	2636425	DOMAIN LOCKDOWN
Registration Number:	2579968	DOMAIN ROUND-UP
Registration Number:	2646684	NAMEDEMO
Registration Number:	2629039	NAMEBARGAIN
Registration Number:	2636795	COMMERCELOCK
Registration Number:	2687854	FIRSTSTEPPORTAL
Registration Number:	3072366	REGISTER.COM
Registration Number:	2828845	REGISTER.COM
Registration Number:	3072365	REGISTER.COM
Serial Number:	76351804	WEBSITENOW
Serial Number:	76351803	WEBSITENOW

OP \$590.00 2350134

Registration Number:	3152425	THE FIRST STEP ON THE WEB
Registration Number:	2785206	REGISTER.COM
Serial Number:	76023158	I REGISTERED MY
Serial Number:	76076338	DOMAIN MANAGER
Registration Number:	2963978	REGISTER
Serial Number:	76351802	REGISTRY ADVANTAGE
Serial Number:	77032385	DOMAINXPRESSIONS
Serial Number:	77202920	DON'T JUST MAKE A WEBSITE - MAKE AN IMPACT
Registration Number:	2664968	REGISTER

**CORRESPONDENCE DATA**

Fax Number: (213)996-3339

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2136836339

Email: claudiaimmerzeel@paulhastings.com

Correspondent Name: Paul Hastings Janofsky & Walker LLP

Address Line 1: 515 S. Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45140.00141
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	06/26/2007

**Total Attachments: 6**

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## AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2007 (this "Amendment"), is delivered pursuant to Section 4 of that certain Trademark Security Agreement, dated as of November 3, 2005 (as amended by that certain Amendment Number One to Trademark Security Agreement, dated as of July 19, 2006) (the "Trademark Security Agreement"), among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), as the collateral agent for certain Lenders as such term is defined therein (in such capacity, together with its successors, if any, in such capacity, "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Grantors and Collateral Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtor and Collateral Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Obligations.

2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral Agent in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Collateral Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.


5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTOR:

REGISTER.COM, INC., a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

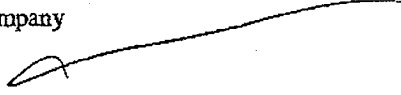
[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 003568 FRAME: 0690

**COLLATERAL AGENT:**

**ABLECO FINANCE LLC, a Delaware limited  
liability company**

  
By: \_\_\_\_\_  
Name: Kevin Genda  
Title: Vice Chairman

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO TRADEMARK SECURITY  
AGREEMENT]

**TRADEMARK  
REEL: 003568 FRAME: 0691**

SCHEDULE I

[See Attached]

TRADEMARKS

Trademark Registrations/Applications (June 14, 2007)

Loan Party (that is registered owner)	Mark:	Appl./Reg. #:	Class:	STATUS/NOTES:
Register.com, Inc.	SITEAMERICA®	Ser. No. 75/749283 Reg. No. 2,350,134	38, 42	Registered 5/16/00; A.C.U. due 5/16/06; Renewal due 5/16/10. Cancelled Feb. 24, 2007
Register.com, Inc.	REGISTER.COM®	Ser. No. 75/691042 Reg. No. 2,664,967	38, 42	Registered 12/24/02; A.C.U. due 12/24/08; Renewal due 12/24/12.
Register.com, Inc.	REGISTER ®	Ser. No. 75/692792 Reg. No. 2,664,968	38, 42	Registered 12/24/02; A.C.U. due 12/24/08; Renewal due 12/24/12.
Register.com, Inc.	FIRSTSTEPSITE®	Ser. No. 75/930904 Reg. No. 2,521,805	42	Registered 12/25/01; A.C.U. due 12/25/2007; Renewal due 12/25/11.
Register.com, Inc.	DOMAIN LOCKDOWN®	Ser. No. 76/046696 Reg. No. 2,636,425	42	Registered 10/15/02; A.C.U. due 10/15/08; Renewal due 10/15/12.
Register.com, Inc.	DOMAIN ROUND-UP®	Ser. No. 76/084248 Reg. No. 2,579,968	42	Registered 6/11/02; A.C.U. due 6/11/08; Renewal due 6/11/12.
Register.com, Inc.	NAMEDEMO®	Ser. No. 76/100200 Reg. No. 2,646,684	42	Registered 11/5/02; A.C.U. due 11/5/08; Renewal due 11/5/12.
Register.com, Inc.	NAMEBARGAIN®	Ser. No. 76/100201 Reg. No. 2,629,039	42	Registered 10/1/02; A.C.U. due 10/1/08; Renewal due 10/1/12.
Register.com, Inc.	COMMERCELOCK®	Ser. No. 76/180367 Reg. No. 2,636,795	42	Registered 10/15/02; A.C.U. due 10/15/08; Renewal due 10/15/12.
Register.com, Inc.	FIRSTSTEPPORTAL®	Ser. No. 76/106076 Reg. No. 2,687,854	42	Registered 2/18/03; A.C.U. due 2/18/09; Renewal due 2/18/13.
Register.com, Inc.	REGISTER.COM & DESIGN®	Ser. No. 76/169141 Reg. No. 3,072,366	35	Registered 03/28/06; A.C.U. due 03/28/12; Renewal due 03/28/16.
Register.com, Inc.	REGISTER.COM & DESIGN®	Ser. No. 76/169148 Reg. No. 2,828,845	38	Registered 4/6/04; A.C.U. due 4/6/10; Renewal due 4/6/14.
Register.com, Inc.	REGISTER.COM & DESIGN®	Ser. No. 76/169140 Reg. No. 3,072,365	42	Registered 03/28/06; A.C.U. due 03/28/12; Renewal due 03/28/16.
Register.com, Inc.	WEBSITENOW & DESIGN	Ser. No. 76/351804	42	Abandoned 4/14/04.

Register.com, Inc.	WEBSITENOW	Ser. No. 76/351803	42	Abandoned 4/14/04.
Register.com, Inc.	THE FIRST STEP ON THE WEB	Ser. No. 75/749525 Reg. No. 3152425	38,42	Registered 10/10/2006 A.C.U due 10/10/2012
Register.com, Inc.	REGISTER.COM®	Ser. No. 75/623828 Reg. No. 2,785,206	35,38,42	Registered 11/25/03; A.C.U. due 11/25/09; Renewal due 11/25/13.
Register.com, Inc.	I REGISTERED MY	Ser. No. 76/023158	42	Abandoned 10/23/03.
Register.com, Inc.	DOMAIN MANAGER	Ser. No. 76/076338	42	Abandoned 2/23/05.
Register.com, Inc.	REGISTER	Ser. No. 78/332154 Reg. No. 2,963,978	42	Registered 6/28/05; A.C.U. due 6/28/11; Renewal date 6/28/15.
Register.com, Inc.	REGISTRY ADVANTAGE	Ser. No. 76/351802	42	Abandoned 7/21/03
Register.com, Inc.	DOMAINXPRESSIONS	Ser. No. 77/032,385	42	ITU, Filed 10/30/2006; Published for Opposition June 5, 2007
Register.com, Inc.	DON'T JUST MAKE A WEBSITE – MAKE AN IMPACT	Ser. No. 77/202,920	35, 38, 42	ITU, Filed June 12, 2007
Register.com, Inc.	REGISTER.COM & DESIGN <b>Australia</b>	No. 989804	35,38,42	Lapsed 10/05/2006
Register.com, Inc.	REGISTER.COM & DESIGN <b>Canada</b>	No. 1207630 Reg. No. TMA671375	n/a	Registered 08/28/2006
Register.com, Inc.	REGISTER.COM & DESIGN <b>China</b>	No. 3951827	35	Response to office action is pending.
Register.com, Inc.	REGISTER.COM & DESIGN <b>China</b>	No. 3951826	38	Response to office action is pending.
Register.com, Inc.	REGISTER.COM & DESIGN <b>China</b>	No. 3951825	42	Response to office action is pending.
Register.com, Inc.	REGISTER.COM CTM	No. 003694701	35, 38, 42	Registered 8/4/05; Expiration Date is 02/25/2014