

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WDC Holdco, Inc.		11/01/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Website Pros, Inc.		
Street Address:	12735 Gran Bay Parkway West		
Internal Address:	Bldg. 200		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32258		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2521314	WEB.COM	
CORRESPONDENCE DATA			
Fax Number:	(805)230-1355		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	805-230-1350		
Email:	trozelle@socalip.com		
Correspondent Name:	SoCal IP Law Group LLP		
Address Line 1:	310 N. Westlake Blvd.		
Address Line 2:	Suite 120		
Address Line 4:	Westlake Village, CALIFORNIA 91362		
ATTORNEY DOCKET NUMBER:	W006-T06009US		
NAME OF SUBMITTER:	Terry Rozelle		
Signature:	/Terry Rozelle/		

OP \$40.00 2521314

Date:

06/13/2008

Total Attachments: 2

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Agreement") is entered into effective November 1, 2007, by and between WDC Holdco Inc., a Delaware corporation ("WDC") and Website Pros, Inc., a Delaware corporation ("Website Pros"), and is made with respect to the following recitals.

WHEREAS, WDC acquired the WDC Trademarks (defined below), the associated good will, and the WDC Domain Name (defined below) from Web Service Company, Inc. under an Intellectual Property Purchase and Sale Agreement ("IP Agreement") dated November 29, 2005.

WHEREAS, at the time of the IP Agreement, WDC was a wholly owned subsidiary of Interland, Inc., a Minnesota corporation ("Interland"), and by agreement of WDC and Interland, Interland used the WDC Trademarks, and the good will arising from that use accrued to the benefit of WDC.

WHEREAS, subsequently, while the corresponding business and use of the WDC Trademarks continued and the good will continued to accrue to WDC, (a) Interland changed its name to Web.com, Inc, (b) Web.com, Inc. merged into Augusta Acquisition Sub, Inc., a Delaware corporation, which was and remains a wholly owned subsidiary of Website Pros, (c) Augusta Acquisition Sub, Inc. changed its name to Web.com Holding Co., Inc.

WHEREAS, as a result of the mergers and name changes, WDC is now a wholly owned subsidiary of Web.com Holding Co., Inc.

WHEREAS, the parties wish to transfer the ownership of the WDC Trademarks and the related good will, and the WDC Domain Name, to Website Pros.

WHEREAS, the parties have made proper and appropriate corporate resolutions to authorize this Agreement.

In consideration of the premises, mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Terms and Conditions

1. Definitions

1.1. "WDC Domain Name" means the domain name "web.com".

1.2. "WDC Registrations" means (a) Registration No. 2521314 for WEB.COM and (b) Registration No. 2430510 for WEB DOT COM.

1.3. "WDC Trademarks" means the marks WEB.COM and WEB DOT COM without limitation as to typeface, stylization, capitalization or color.

2. Assignment of WDC Trademark Rights. For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, WDC hereby sells, assigns and transfers to Website

Pros all of WDC's right, title and interest in and to the WDC Trademarks, and any US state, federal or foreign applications and registrations of the foregoing, including the WDC Registrations, further including the business and good will associated therewith, along with the right to sue for any past infringement and obtain all remedies therefore (altogether, the "WDC Trademark Rights").

3. **Assignment of WDC Domain Name.** For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, WDC hereby sells, assigns and transfers to Website Pros all of WDC's right, title and interest in and to the WDC Domain Name.

4. **No Assumptions.** WebSite Pros assumes no debts, liabilities or obligations of WDC under this Agreement.

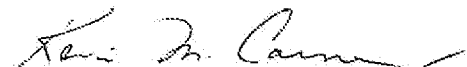
5. **Power of Attorney.** WDC hereby appoints Website Pros, and its successors and assigns, as the true and lawful attorney-in-fact of WDC, with full power of substitution, to institute and prosecute all proceedings, sign and record all instruments and documents, and generally take all other action, in the name and stead of WDC but on behalf and for the benefit of Website Pros, that Website Pros may deem proper in order to assert or enforce any claim, right or title of any kind in or to the WDC Trademark Rights, or to more effectively convey, transfer and assign to Website Pros and confirm Website Pros' title to the WDC Domain Name and the WDC Trademark Rights. WDC agrees that the foregoing power is coupled with an interest and is irrevocable.

6. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of WDC and Website Pros.


7. **Governing Law.** The validity, construction, and performance of this Agreement shall be governed by the laws of the State of Delaware without regard to principles of conflicts of law.

Signatures

WDC Holdco, Inc.:


By: Kevin M. Carney, President

Website Pros, Inc.:


By: Kevin M. Carney, CFO