

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AMENDMENT NUMBER THREE TO SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
REGISTER.COM, INC.		03/06/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ableco Finance LLC		
<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:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3466510	RCONNECTION	
<b>Serial Number:</b>	77331570	RCONNECTION.COM	
<b>Registration Number:</b>	3556668	REGISTER.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	Scott Kareff, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	014951.1015		
<b>NAME OF SUBMITTER:</b>	Scott Kareff, Esq. (014951.1015)		

CH \$90.00 3466510

Signature:	/kc for sk/
Date:	03/09/2009
<b>Total Attachments: 4</b> source=Trademark Amendment Three to Security Agreement for Register.com#page1.tif source=Trademark Amendment Three to Security Agreement for Register.com#page2.tif source=Trademark Amendment Three to Security Agreement for Register.com#page3.tif source=Trademark Amendment Three to Security Agreement for Register.com#page4.tif	

## AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT, dated as of March 6, 2009 (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 and that certain Amendment Number Two to Trademark Security Agreement, dated as of June 26, 2007) (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 identified on Schedule I attached thereto 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 I 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 I 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.

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

**GRANTOR:**

**REGISTER.COM, INC.**, a Delaware corporation

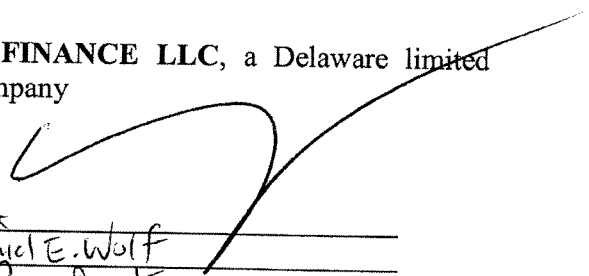
By: \_\_\_\_\_

Name: Roni Jacobson

Title: Secretary

**COLLATERAL AGENT:**

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

By:   
Name: Daniel E. Wolf  
Title: President

SCHEDULE I

TRADEMARKS

<b>Loan Party (that is registered owner)</b>	<b>Mark:</b>	<b>Appl./Reg. #:</b>	<b>Class:</b>	<b>STATUS:</b>
Register.com, Inc.	RCONNECTION	Ser. No. 77320280 Reg. No. 3466510	35, 38, 42	Registered
Register.com, Inc.	RCONNECTION.COM	Ser. No. 77331570	35, 38, 42	Pending
Register.com, Inc.	REGISTER.COM & DESIGN	Ser. No. 77469554 Reg. No. 3556668	35, 38, 42	Registered