

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hostway Services, Inc.		03/23/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	VSS Structured Capital II, L.P.
Street Address:	350 Park Avenue
Internal Address:	7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2705052	AFFINITY
Registration Number:	2729756	AFFINITY
Registration Number:	3147173	CREATEIT!
Registration Number:	3147171	ENHANCEIT!
Registration Number:	3193988	G
Registration Number:	3297501	GATE.COM
Registration Number:	3161308	MANAGEIT!
Registration Number:	3147172	PROMOTEIT!
Registration Number:	3205632	READYWEB
Registration Number:	3241928	TRAFFICZUG
Registration Number:	3205631	VALUETRAFFIC
Registration Number:	2807626	VALUEWEB
Registration Number:	2793441	VALUEWEB

CH \$340.00 2705052

CORRESPONDENCE DATA

Fax Number: (704)350-7800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	150004.00005
NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	03/24/2010
Total Attachments: 3 source=Trademark-Hostway Services- Inc-_00000002#page1.tif source=Trademark-Hostway Services- Inc-_00000002#page2.tif source=Trademark-Hostway Services- Inc-_00000002#page3.tif	

GRANT OF A SECURITY INTEREST – TRADEMARKS

WHEREAS, Hostway Services, Inc., an Illinois corporation (the “Grantor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office and Canadian Intellectual Property Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated March 23, 2010 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of VSS Structured Capital II, L.P., as the Collateral Agent for itself and certain purchasers (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

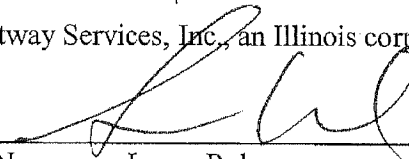
WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 23, 2010.

Hostway Services, Inc., an Illinois corporation

By: 

Name: Lucas Roh
Title: President

STATE OF ILLINOIS

ss.:

COUNTY OF COOK

On this 23rd day of March, 2010, before me personally came LUCAS ROH, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of Hostway Services, Inc., an Illinois corporation, and that he executed the foregoing instrument in the firm name of Hostway Services, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


[NOTARY SEAL]



SCHEDULE A TO GRANT OF SECURITY INTEREST

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Hostway Services, Inc.	Canada	AFFINITY	TMA615884	06.05.2000	07.28.2004	N/A
		HOSTSAVE	TMA603021	01.10.2001	02.24.2004	
	USA	AFFINITY	2705052	03.16.2000	04.08.2003	N/A
		AFFINITY (stylized)	2729756	07.11.2000	06.24.2003	
		CREATEIT!	3147173	08.19.2004	09.26.2006	
		ENHANCEIT!	3147171	08.19.2004	09.26.2006	
		G	3193988	03.14.2006	01.02.2007	
		GATE.COM	3297501	03.08.2006	09.25.2007	
		MANAGEIT!	3161308	08.19.2004	10.24.2006	
		PROMOTEIT!	3147172	08.19.2004	09.26.2006	
		READYWEB	3205632	03.08.2006	02.06.2007	
		TRAFFICZUG	3241928	06.19.2006	05.15.2007	
		VALUETRAFFIC	3205631	03.08.2006	02.06.2007	
		VALUEWEB (stylized)	2807626	01.11.2000	01.27.2004	
VALUEWEB	2793441	01.11.2000	12.16.2003			