

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
DomainPeople, Inc.		03/23/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	VSS Structured Capital II, L.P.		
Street Address:	350 Park Avenue, 7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77865452	DOMAINPEOPLE	
Registration Number:	2779332	DOMAINPEOPLE.COM	
CORRESPONDENCE DATA			
Fax Number:	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(704) 350-7738		
Email:	bsmith@winston.com		
Correspondent Name:	Betty G. Smith		
Address Line 1:	Winston & Strawn LLP, 214 N. Tryon St.		
Address Line 2:	22nd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	150004.00005		
NAME OF SUBMITTER:	Betty G. Smith		
Signature:	/Betty G. Smith/		

CH \$65.00 77865452

Date:

03/26/2010

Total Attachments: 3

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GRANT OF A SECURITY INTEREST – TRADEMARKS

WHEREAS, DomainPeople, Inc., a Delaware 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.

DomainPeople, Inc., a Delaware corporation

By: 

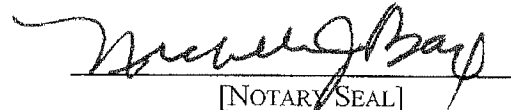
Name: Lucas Roh
Title: President

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 DomainPeople, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of DomainPeople, 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>
DomainPeople, Inc.	Canada	DOMAINPEOPLE	TMA614178	10.25.2002	07.06.2004	N/A
		DOMAINPEOPLE.COM	TMA624468	10.25.2002	11.03.2004	
		DomainPeople Logo	TMA651005	10.05.2004	10.20.2005	
	USA	DOMAINPEOPLE; DOMAINPEOPLE.COM ; DomainPeople Logo	77865452; 2779332; Pending	11.04.2009 11.25.2002 Pending	Pending 11.04.2003 Pending	N/A