

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
Register.com, Inc.		07/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Administrative Agent
Street Address:	P.O. Box 50, 200 Bay Street
Internal Address:	12th Floor, South Tower
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Canadian Bank: CANADA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2785206	REGISTER.COM
Registration Number:	2664967	REGISTER.COM
Registration Number:	2664968	REGISTER
Registration Number:	3152425	THE FIRST STEP ON THE WEB
Registration Number:	2521805	FIRSTSTEPSITE
Registration Number:	2579968	DOMAIN ROUND-UP
Registration Number:	2646684	NAMEDEMO
Registration Number:	2629039	NAMEBARGAIN
Registration Number:	2687854	FIRSTSTEPPORTAL
Registration Number:	3072365	REGISTER.COM
Registration Number:	3072366	REGISTER.COM
Registration Number:	2828845	REGISTER.COM
Registration Number:	2636795	COMMERCELOCK

OP \$515.00 2785206

Registration Number:	3502627	DON'T JUST MAKE A WEBSITE - MAKE AN IMPACT
Registration Number:	3466510	RCONNECTION
Registration Number:	3588411	RCONNECTION.COM
Registration Number:	3556668	REGISTER.COM
Registration Number:	2963978	REGISTER
Registration Number:	2636425	DOMAIN LOCKDOWN
Registration Number:	2350134	SITEAMERICA

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 080599/0081

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Mindy M. Lok

Signature: /ml/

Date: 08/09/2010

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of July 30, 2010 is made by Register.com, Inc., a Delaware corporation, located at 12808 Gran Bay Parkway West, Jacksonville, FL 32258 (the “Obligor”), in favor of Royal Bank of Canada, a Canadian Bank organized under the Bank Act of Canada, with an address at P.O. Box 50, 200 Bay Street, 12th Floor, South Tower, Toronto, Ontario, M5J2W7, as administrative agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of July 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Web.com Group, Inc., a Delaware corporation (“Borrower”), the Lenders, the Agent, and Wells Fargo Bank, National Association, as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and the Obligor have executed and delivered a Guarantee and Collateral Agreement, dated as of July 30, 2010, in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

REGISTER.COM, INC.

By: 

Name: David L. Brown

Title: President

Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ROYAL BANK OF CANADA,
as Administrative Agent for the Lenders

By: 

Name:

Ann Hurley

Title:

Manager, Agency

Date:

SCHEDULE A

U.S. Trademark Applications and Registrations

Application or Registration No.	Jurisdiction	Owner	Title	Counter-Party	Date of License
2,785,206	US	Register.com, Inc.	REGISTER.COM	N/A	N/A
2,664,967	US	Register.com, Inc.	REGISTER.COM	N/A	N/A
2,664,968	US	Register.com, Inc.	REGISTER	N/A	N/A
3,152,425	US	Register.com, Inc.	THE FIRST STEP ON THE WEB	N/A	N/A
2,521,805	US	Register.com, Inc.	FIRSTSTEPSITE	N/A	N/A
2,579,968	US	Register.com, Inc.	DOMAIN ROUND-UP	N/A	N/A
2,646,684	US	Register.com, Inc.	NAMEDEMO	N/A	N/A
2,629,039	US	Register.com, Inc.	NAMEBARGAIN	N/A	N/A
2,687,854	US	Register.com, Inc.	FIRSTSTEPPORTAL	N/A	N/A
3,072,365	US	Register.com, Inc.	REGISTER.COM	N/A	N/A
3,072,366	US	Register.com, Inc.	REGISTER.COM	N/A	N/A
2,828,845	US	Register.com, Inc.	REGISTER.COM	N/A	N/A
2,636,795	US	Register.com, Inc.	COMMERCELOCK	N/A	N/A
3,502,627	US	Register.com, Inc.	DON'T JUST MAKE A WEBSITE - MAKE AN IMPACT	N/A	N/A
3,466,510	US	Register.com, Inc.	RCONNECTION	N/A	N/A
3,588,411	US	Register.com, Inc.	RCONNECTION.COM	N/A	N/A
3,556,668	US	Register.com, Inc.	REGISTER.COM	N/A	N/A

2,963,978	US	Register.com, Inc.	REGISTER	N/A	N/A
2,636,425	US	Register.com, Inc.	DOMAIN LOCKDOWN	N/A	N/A
2,350,134	US	Register.com, Inc.	SITEAMERICA	N/A	N/A