

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
Web.com Group, 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: 33

Property Type	Number	Word Mark
Registration Number:	3063186	E WORKS! XL
Registration Number:	3291772	ROLLOVER CLICKS
Registration Number:	3079350	VISIBILITY ONLINE
Registration Number:	3091794	WEBSITE PROS
Registration Number:	3091795	WEBSITE PROS
Registration Number:	3497650	SMARTCLICKS
Registration Number:	3501885	SMARTCLICKS
Registration Number:	3666813	WEB.COM
Registration Number:	2521314	WEB.COM
Serial Number:	77965723	RENOVATION EXPERTS
Serial Number:	77965738	NEEDCONTRACTOR
Registration Number:	3023263	SOLID CACTUS
Registration Number:	3572185	CACTUS ON DEMAND ORDER MANAGEMENT

OP \$840.00 3063186

Registration Number:	3704634	CACTUS COMPLETE COMMERCE ORDER MANAGEMENT
Registration Number:	3704633	FEEDPERFECT
Serial Number:	77893066	ACCURATESHIP
Serial Number:	77898951	1SHOPPINGCART
Registration Number:	3578942	LOGOYES
Registration Number:	3692101	LOGOYES
Registration Number:	2494889	WE MAKE THE WEB WORK FOR YOU
Registration Number:	2660729	INTERLAND
Registration Number:	2994142	BLUE HALO SHARED
Registration Number:	3285839	WHAT'S YOUR .COM
Registration Number:	2360144	INTERLAND
Registration Number:	3264794	PERFECTPRIVACY
Serial Number:	77081781	DOTWEB
Registration Number:	3247400	WAZOO
Registration Number:	3274758	WHAT'S YOUR DOT COM
Registration Number:	3274834	WHAT'S YOUR .COM?
Registration Number:	3427866	WEBDASH
Registration Number:	3003577	LEADLOGIC
Registration Number:	3119651	BRINGING CUSTOMERS TO YOUR FRONT DOOR
Serial Number:	77965704	LEADS.COM

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:

TRADEMARK

REEL: 004257 FRAME: 0982

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	08/10/2010
Total Attachments: 6 source=WebGrpTS#page1.tif source=WebGrpTS#page2.tif source=WebGrpTS#page3.tif source=WebGrpTS#page4.tif source=WebGrpTS#page5.tif source=WebGrpTS#page6.tif	

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 Web.com Group, Inc., a Delaware corporation, located at 12808 Gran Bay Parkway West, Jacksonville, FL 32258 (the "Borrower"), 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 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 certain of its subsidiaries 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 Borrower 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 Borrower 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 Borrower 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 Borrower 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 Borrower'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 Borrower 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.

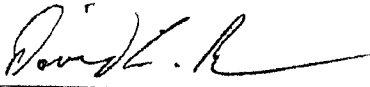
SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and 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]

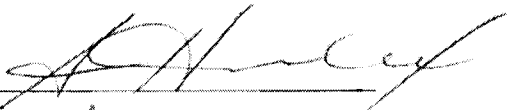
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WEB.COM GROUP, INC.

By: 
Name: David L. Brown
Title: Chief Executive Officer
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
3063186	US	Web.com Group, Inc.	E WORKS! XL	N/A	N/A
3291772	US	Web.com Group, Inc.	ROLLOVER CLICKS	N/A	N/A
3079350	US	Web.com Group, Inc.	VISIBILITY ONLINE	N/A	N/A
3091794	US	Web.com Group, Inc.	WEBSITE PROS	N/A	N/A
3091795	US	Web.com Group, Inc.	WEBSITE PROS	N/A	N/A
3497650	US	Web.com Group, Inc.	SMARTCLICKS	N/A	N/A
3501885	US	Web.com Group, Inc.	SMARTCLICKS	N/A	N/A
3666813	US	Web.com Group, Inc.	WEB.COM	N/A	N/A
2521314	US	Web.com Group, Inc.	WEB.COM	N/A	N/A
77965723	US	Web.com Group, Inc.	RENOVATION EXPERTS	N/A	N/A
77965738	US	Web.com Group, Inc.	NEEDCONTRACTOR	N/A	N/A
3023263	US	Web.com Group, Inc.	SOLID CACTUS	N/A	N/A
3572185	US	Web.com Group, Inc.	CACTUS ON DEMAND ORDER MANAGEMENT	N/A	N/A
3704634	US	Web.com Group, Inc.	CACTUS COMPLETE COMMERCE ORDER MANAGEMENT	N/A	N/A
3704633	US	Web.com Group, Inc.	FEEDPERFECT	N/A	N/A
77893066	US	Web.com Group, Inc.	AccuRATEship	N/A	N/A
77898951	US	Web.com Group, Inc.	1ShoppingCart	N/A	N/A

3578942	US	Web.com Group, Inc.	LOGOYES	N/A	N/A
3692101	US	Web.com Group, Inc.	LOGOYES	N/A	N/A
2494889	US	Web.com Group, Inc.	WE MAKE THE WEB WORK FOR YOU	N/A	N/A
2660729	US	Web.com Group, Inc.	Interland	N/A	N/A
2994142	US	Web.com Group, Inc.	blueHALOshared	N/A	N/A
3285839	US	Web.com Group, Inc.	WHAT'S YOUR.com	N/A	N/A
2360144	US	Web.com Group, Inc.	INTERLAND	N/A	N/A
3264794	US	Web.com Group, Inc.	PERFECTPRIVACY	N/A	N/A
77081781	US	Web.com Group, Inc.	DOTWEB	N/A	N/A
3247400	US	Web.com Group, Inc.	WAZOO	N/A	N/A
3274758	US	Web.com Group, Inc.	WHAT'S YOUR DOT COM	N/A	N/A
3274834	US	Web.com Group, Inc.	what's your .com?	N/A	N/A
3427866	US	Web.com Group, Inc.	WEBDASH	N/A	N/A
3003577	US	Web.com Group, Inc.	LEAD LOGIC	N/A	N/A
3119651	US	Web.com Group, Inc.	BRINGING CUSTOMERS TO YOUR FRONT DOOR	N/A	N/A
77965704	US	Web.com Group, Inc.	LEADS.COM	N/A	N/A