

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	Amendment to Security Interest														
CONVEYING PARTY DATA															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>INET Interactive, LLC</td> <td>FORMERLY Stoddard Hill Media Holdings, LLC d/b/a iNet Interactive</td> <td>02/28/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	INET Interactive, LLC	FORMERLY Stoddard Hill Media Holdings, LLC d/b/a iNet Interactive	02/28/2011	LIMITED LIABILITY COMPANY: DELAWARE						
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PROPERTY NUMBERS Total: 2															
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CORRESPONDENCE DATA															
<p>Fax Number: (312)698-4533 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 312.750.3617 Email: ehochstatter@mcguirewoods.com Correspondent Name: Brian P. Bylica, McGuireWoods LLP Address Line 1: 77 W. Wacker Drive Address Line 2: Suite 4100 Address Line 4: Chicago, ILLINOIS 60601-1818</p>															
NAME OF SUBMITTER:	Bryan P. Bylica														
Signature:	/s/ Bryan P. Bylica														

OP \$65.00 3869910

Date:

03/09/2011

Total Attachments: 25

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**FIRST AMENDMENT TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") is dated as of February 28, 2011, by and between **INET INTERACTIVE, LLC**, a Delaware limited liability company ("**Borrower**"), and **NORTHCREEK MEZZANINE FUND I, L.P.**, a Delaware limited partnership.

WITNESSETH:

WHEREAS, Borrower and Lender are parties to that certain Intellectual Property Security Agreement dated as of July 22, 2010 (the "**IP Security Agreement**"); capitalized terms used herein have the meanings given to them in the IP Security Agreement except as otherwise expressly defined herein); and

WHEREAS, Borrower, Lender and Stoddard Hill Media Holdings, LLC, a Delaware limited liability company ("**Stoddard Hill**"), have entered into that certain Note Purchase Agreement pursuant to which Borrower has granted to Lender additional security interests in certain intellectual property; and

WHEREAS, Borrower and Lenders desire to amend certain provisions of the IP Security Agreement in accordance with, and subject to, the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

A. **Acknowledgment of Obligations.** Borrower hereby acknowledges, confirms and agrees that all Obligations made prior to the date hereof, together with interest accrued and accruing thereon, and fees, costs, expenses and other charges owing by Borrower to Lender, are unconditionally owing by Borrower to Lender, without offset, defense or counterclaim of any kind, nature or description whatsoever except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditor's rights generally and any and all security interests granted by Borrower in favor of Lender pursuant to the IP Security Agreement remain in full force and effect as of the date hereof.

B. **Amendments to Loan Agreement.** Subject to the terms and conditions of this Agreement, Schedules A, B, C, D, E and F of the IP Security Agreement are hereby amended by deleting them in their entirety and replacing each respective schedule with the corresponding schedule attached hereto.

C. **No Other Amendments.** Except for the amendments and agreements set forth and referred to in Section B above, the IP Security Agreement shall remain unchanged and in full force and effect. Nothing in this Agreement is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of Borrower's Obligations or to modify, affect or impair the perfection or continuity of Lender's security interests in, security titles to or other liens on any Collateral for the Obligations.

D. **Representations and Warranties.** To induce Lender to enter into this Agreement, Borrower does hereby warrant, represent and covenant to Lender that after giving effect to this Agreement (i) each representation or warranty of the Borrower set forth in the IP Security Agreement is hereby restated and reaffirmed as true and correct in all material respects on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period) and (ii) Borrower has the power and is duly authorized to enter into, deliver and perform this Agreement and this Agreement is the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms.

E. **Condition Precedent to Effectiveness of this Agreement.** This Agreement shall become effective as of the date (the "**Amendment Effective Date**") upon which the Borrower has satisfied each of the conditions specified below:

1. Lender shall have received one or more counterparts of this Agreement duly executed and delivered by the Borrower and Lender, in form and substance satisfactory to Lender; and
2. evidence of the satisfaction of each of the conditions precedent listed in Article 3 of that certain Note Purchase Agreement of even date herewith by and between Borrower, Lender and Stoddard Hill, which satisfaction shall be evidenced by the execution and delivery by Lender of a counterpart of this Agreement.

F. **Advice of Counsel.** Each of the parties represents to each other party hereto that it has discussed this Agreement with its counsel.

G. **Severability of Provisions.** In case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any applicable jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

H. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

I. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF OHIO APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS.

J. **Entire Agreement.** The IP Security Agreement as and when amended through this Agreement embodies the entire agreement between the parties hereto relating to the subject matter thereof and supersedes all prior agreements, representations and understandings, if any, relating to the subject matter thereof.

K. **No Strict Construction, Etc.** The parties hereto have participated jointly in the

negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. Time is of the essence for this Agreement.

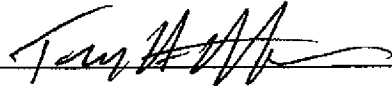
L. **Costs and Expenses.** Borrower absolutely and unconditionally agree to reimburse Lender for all reasonable and documented out-of-pocket fees, costs and expenses, including all reasonable fees and expenses of one counsel, incurred in the preparation, negotiation, execution and delivery of this Agreement or other agreements prepared, negotiated, executed or delivered in connection with this Agreement or transactions contemplated hereby.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Intellectual Property Security Agreement to be duly executed and delivered as of the day and year specified at the beginning hereof.

BORROWER:

INET INERACTIVE, LLC,
a Delaware limited liability company

By:  _____

Name: Troy A. Augustine
Title: CEO

LENDER:

NORTHCREEK MEZZANINE FUND I, L.P.,
a Delaware limited partnership

By: NMF GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____
Name: Barry Peterson, Vice President
Title: Northcreek Management, Inc.,
Manager of the General Partner

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Intellectual Property Security Agreement to be duly executed and delivered as of the day and year specified at the beginning hereof.

BORROWER:

INET INERACTIVE, LLC,
a Delaware limited liability company

By: _____

Name: Troy A. Augustine

Title: CEO

LENDER:

NORTHCREEK MEZZANINE FUND I, L.P.,
a Delaware limited partnership

By: NMF GP, LLC,
a Delaware limited liability company

Its: General Partner

By: _____

Name: Barry Peterson, Vice President

Title: Northcreek Management, Inc.,
Manager of the General Partner

SCHEDULE A

Trademarks and Trademark Applications

Registered Trademarks

Registered Trademark and Country of Registration	Registration Number	Property Covered	Date Registered
A BEST WEB	3869910		11/2/2010
DBFORUMS – US	2861821		7/6/2004
DBFORUMS – US	2875032		8/17/2004
HOSTINGCON – US	3739915		1/19/2010
HOSTINGTECH	3207349		2/13/2007
YOUR CONNECTION TO THE HOSTING INDUSTRY – US			
HOTSCRIPTS.COM – US	2874799		8/17/2004
HOTSCRIPTS.COM – US	2916196		1/4/2005
HOTSCRIPTS.COM – IR	960045		3/13/2008
HOTSCRIPTS	3869911		11/2/2010
ISP CHECK – US	2875030		8/17/2004
ISP CHECK – US	2875031		8/17/2004
PROGRAMMING	2875033		8/17/2004
TALK – US			
SEARCH	3189291		12/26/2006
MARKETING STANDARD – US			
WEBHOSTING	3200285		1/23/2007
TALK – US			
WEBHOSTING	3377875		6/1/2007
TALK – US			
WEBHOSTING	927868		11/6/2007
TALK – IR			
WEBHOSTING	1250736		6/13/2008
TALK – Australia			

Trademark Applications

Application Relates To Following Trademark	Serial Number	Property Covered	Country of Application
WEBHOSTING TALK	902645366		Brazil

SCHEDULE B

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SEARCH MARKETING STANDARD

THE WEB HOST INDUSTRY REVIEW

HOTTEST HOSTS DIRECTORY

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DBFORUMS.COM

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HOSTINGCATALOG.COM

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HOTSCRIPTS.COM

INETINTERACTIVE.COM

INETSTATUS.COM

ISPCHECK.COM

MAC-FORUMS.COM

OCFORUMS.COM

OVERCLOCKERS.COM

PAYPERCLICKUNIVERSE.COM

SEARCHMARKETINGSTANDARD.COM

SEMCOMPARE.COM

SWISHTALK.COM

WEBHOSTINGTALK.COM

WEBHOSTINGTALK.COM.AU

WEBSITEHOSTDIRECTORY.COM

XTREMEDOTNETALK.COM

XTREMEVBTALK.COM

HOTTEST HOSTS.COM

THEWHIR.COM

TRADEMARK

REEL: 004493 FRAME: 0555

SCHEDULE C

Trade Secrets

No Trade Secrets

SCHEDULE D

Licenses

No licenses for which Debtor is a licensor

Debtor does not own the Trademark to Windows Secrets. The Company, as part of the Windows Secrets acquisition, has an agreement with Wiley Publishing that permits the use of the Windows Secrets trademark.

SCHEDULE E

Domain Names

ABESTCART.COM
ABESTCONFERENCE.COM
ABESTCONFERENCE.COM
ABESTEXPO.COM
ABESTLINK.COM
ABESTSHOPPINGCART.COM
ABESTSHOPPINGCARTSOFTW
ARE.COM
ABESTSUMIT.COM
ABESTSUMMIT.COM
ABESTWEB.BIZ
ABESTWEB.CC
ABESTWEB.COM
ABESTWEB.INFO
ABESTWEB.NET
ABESTWEB.ORG
ABESTWEB.TV
ABESTWEB.US
ABESTWEB.WS
ABWARCHIVES.COM
AFFILIATE-FORUM.NET
AFFILIATEHANDBOOK101.COM
AFFILIATEHIDEOUT.COM
AFFILIATELEGALLOUNGE.COM
AFFILIATEMAGS.COM
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AFFILIATEMANAGERFORUM.COM
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AFFILIATESITEREVIEW.COM
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AFFTAXLAW .COM
AFFTAXLAWS.COM
AFFTAXS.COM
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ALAFFILIATES.COM
ARAFFILIATES.COM
ASAFFILIATES.COM
ASKABW.BIZ
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ASKABW.INFO
ASKABW.NET
AUGMENTEDREALITYDIRECTORY.COM
AUGMENTEDREALITYDIRECTORY.INFO
AUGMENTEDREALITYDIRECTORY.NET
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AUGMENTEDREALITYTALK.COM
AUGMENTEDREALITYTALK.INFO
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AZAFFILIATES.COM
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DATAFEEDFORUM.COM
DBFORUMS.BIZ
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DCAFFILIATES.COM
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DEBTCONSOLIDATIONAFFILIATES.COM

DENTALAFFILIATES.COM
DEVARTICLES.BIZ
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DEVELOPERHQ.COM
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PAYPERCLICKUNIVERSE.COM
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PROGRAMMINGTALK.COM
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