

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iNet Interactive, LLC	FORMERLY Stoddard Hill Media Holdings, LLC d/b/a/ iNet Interactive	12/09/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Northcreek Mezzanine Fund I, L.P.		
Street Address:	225 East Fifth Street		
Internal Address:	Suite 3010		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78593780	DATA CENTER WORLD	
Serial Number:	77869672	AFCOM	
Serial Number:	78668949	DCW	
Serial Number:	77106762	DATA CENTER WORLD	
Serial Number:	78043804	A AFCOM	
CORRESPONDENCE DATA			
Fax Number:	(312)698-4533		
Phone:	312.750.3617		
Email:	bbylica@mcguirewoods.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Bryan P. Bylica, McGuireWoods LLP		
Address Line 1:	77 West Wacker Drive		

OP \$140.00 78593780

Address Line 2: Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

ATTORNEY DOCKET NUMBER:	2054506-0011
NAME OF SUBMITTER:	Bryan P. Bylica
Signature:	/s/ Bryan P. Bylica
Date:	12/22/2011

Total Attachments: 37
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**SECOND AMENDMENT TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") is dated as of December 9, 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, as amended by that First Amendment to Intellectual Property Security Agreement dated February 28, 2011 (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 of even date herewith 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, F and G 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.

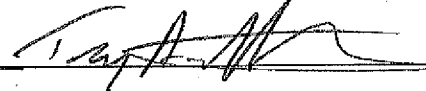
L. **Costs and Expenses.** Borrower absolutely and unconditionally agrees to reimburse Lender for all reasonable and documented out-of-pocket fees, costs and expenses, including all reasonable fees and expenses of one counsel, incurred in the preparation, negotiation, execution and delivery of this Agreement 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 Second 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: Rodger Davis, 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 YOUR CONNECTION TO THE HOSTING INDUSTRY – US	3207349		2/13/2007
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 TALK – US	2875033		8/17/2004
SEARCH MARKETING STANDARD – US	3189291		12/26/2006

WEBHOSTING TALK – US	3200285	1/23/2007
WEBHOSTING TALK – US	3377875	6/1/2007
WEBHOSTING TALK – IR	927868	11/6/2007
WEBHOSTING TALK – Australia	1250736	6/13/2008

United States Patent and Trademark Office
 Trademark Serial Number 78/593780
 Trademark: DATA CENTER WORLD

United States Patent and Trademark Office
 Trademark Serial Number 77/869672
 Trademark: AFCOM

Commonwealth of Australia Trade Marks Office
 Registration Number 1393484
 Trademark: AFCOM

United States Patent and Trademark Office
 Trademark Serial Number 78/668949
 Trademark: DCW

United States Patent and Trademark Office
 Trademark Serial Number 77/106762
 Trademark: Data Center World

United States Patent and Trademark Office
 Trademark Serial Number 78/043804
 Trademark: A AFCOM

Trademark Applications

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

902645366

Brazil

SCHEDULE B

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HOTTEST HOSTS DIRECTORY

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TRADEMARK

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SCHEDULE C
TRADE SECRETS

None.

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

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WEBHOSTINGNEWSFEED.ORG
WEBHOSTINGNEWSLINE.COM

WEBHOSTINGNEWSLINE.INFO
WEBHOSTINGNEWSLINE.NET
WEBHOSTINGNEWSLINE.ORG
WEBHOSTINGNEWSWIRE.COM
WEBHOSTINGNEWSWIRE.NET
WEBHOSTINGNEWSWIRE.ORG
WEBHOSTINGRADIO.COM
WEBHOSTINGTALK.COM
WEBHOSTING-TALK.COM
WEBHOSTINGTALK.COM.AU
WEBHOSTINGTALK.COM.ES
WEBHOSTINGTALK.COM.IN
WEBHOSTINGTALK.NET
WEBHOSTING-TALK.NET
WEBHOSTINGTALK.ORG
WEBHOSTING-TALK.ORG
WEBHOSTINTALK.COM
WEBHOSTNEWSFEED.COM
WEBHOSTNEWSFEED.INFO
WEBHOSTNEWSFEED.NET
WEBHOSTNEWSFEED.ORG
WEBHOSTNEWSLINE.COM
WEBHOSTNEWSLINE.INFO
WEBHOSTNEWSLINE.NET
WEBHOSTNEWSLINE.ORG

WEBHOSTNEWSWIRE.COM
WEBHOSTNEWSWIRE.NET
WEBHOSTNEWSWIRE.ORG
WEBHOST-TALK.COM
WEBHOST-TALK.NET
WEBHOST-TALK.ORG
WEBSITEHOSTDIRECTORY.BIZ
WEBSITEHOSTDIRECTORY.COM
WEBSITEHOSTDIRECTORY.INFO
WEBSITEHOSTDIRECTORY.NET
WEBSITEHOSTDIRECTORY.ORG
WEBSITEHOSTDIRECTORY.US
WEBSITEHOSTINGDIRECTORY.COM
WH-CHAT.COM
WH-CHAT.NET
WH-CHAT.ORG
WHDISCUSSION.COM
WH-DISCUSSION.COM
WHDISCUSSION.NET
WH-DISCUSSION.NET
WHDISCUSSION.ORG
WH-DISCUSSION.ORG
WHDISCUSSIONS.COM
WH-DISCUSSIONS.COM
WHDISCUSSIONS.NET

WH-DISCUSSIONS.NET

WHDISCUSSIONS.ORG

WH-DISCUSSIONS.ORG

WHEXPO.COM

WHFORUM.COM

WH-FORUM.COM

WH-FORUM.NET

WH-FORUM.ORG

WH-FORUMS.COM

WH-FORUMS.NET

WH-FORUMS.ORG

WHGUILD.COM

WHGUILD.NET

WHGUILD.ORG

WHJOURNAL.COM

WHMAG.COM

WHNETWORK.COM

WHNETWORK.NET

WH-TALK.COM

WH-TALK.NET

WH-TALK.ORG

WHTAUDIO.COM

WHTAUDIO.NET

WHTAUDIO.ORG

WHTINSIDER.COM

WHTINSIDER.INFO
WHTINSIDER.NET
WHTINSIDER.ORG
WHTIRC.COM
WHTRADIO.COM
WHTRADIO.NET
WHTREQUESTS.COM
WHTSUCKS.COM
WHTSUCKS.INFO
WHTSUCKS.NET
WHTSUCKS.ORG
WHTVIDEO.COM
WHTVIDEO.NET
WHTVIDEO.ORG
WHTVIDEOS.COM
WHTVIDEOS.NET
WHTVIDEOS.ORG
WHTWIKI.COM
WHTWIKI.NET
WHTWIKI.ORG
WIAFFILIATES.COM
WINDOWSCONFIDENTIAL.COM
WINDOWSCONFIDENTIAL.NET
WINDOWSHINTS.COM
WINDOWSHINTS.NET

WINDOWSHUSH-HUSH.COM
WINDOWSHUSH-HUSH.NET
WINDOWSOFFTHERECORD.COM
WINDOWSOFFTHERECORD.NET
WINDOWSPRIVATE.COM
WINDOWSPRIVATE.NET
WINDOWSSUGGESTIONS.COM
WINDOWSSUGGESTIONS.NET
WINDOWSTALKS.COM
WINDOWSTALKS.NET
WINDOWSTROUBLES.COM
WINDOWSTROUBLES.NET
WINDOWSUNDERCOVER.COM
WINDOWSUNDERCOVER.NET
WINDOWSWHISPERS.COM
WINDOWSWHISPERS.NET
WINREPAIRS.COM
WINREPAIRS.NET
WVAFFILIATES.COM
WYAFFILIATES.COM
XTREMEDOTNETALK.COM
XTREMEDOTNETTALK.BIZ
XTREMEDOTNETTALK.COM
XTREMEDOTNETTALK.NET
XTREMEDOTNETTALK.ORG

XTREMEVBTALK.BIZ

XTREMEVBTALK.COM

XTREMEVBTALK.NET

XTREMEVBTALK.ORG

ZANOXAFFILIATE.COM

13thdomain.com

a-hosting-guide.com

articlecentral.com

dnessentials.com

find-web-hosts.com

hostinghelp.com

hottesthosts.com

hottesthost.net

hottesthosts.ca

hottesthosts.net

hottest-web-hosts.com

hottesthost.com

hottestwebhosts.com

thehottesthost.com

the-hottest-host.com

thehottesthosts.com

the-hottest-hosts.com

thewebhostindustryreview.com

thewebhostindustryreviewinc.com

thewhir.ca

thewhir.co.uk
thewhir.com
thewhir.net
thewhir.org
thewhiradnetwork.com
thewhirinc.com
thewhirmagazine.com
thewhirnetwork.com
thewhirtogo.com
thewir.com
thirteenthdomain.com
web-host-news.com
webhostessentials.com
webhostindustryreview.com
webhostindustryreviewinc.com
webhostingessentials.com
webhostingindustryreview.com
webhostingindustryreview.net
webhostingjobs.com
webhostjobs.com
whir.com
whiradnetwork.com
whirads.com
whirblogs.com
whirdev.com

whirevents.com

whirmagazine.com

whirmedia.com

whirnetwork.com

whirnewsletter.com

whirtogo.com

whirtv.com

whir.tv

AFCOM:

www.afcom.com

www.datacenterworld.com

ftp.afcomads.com

www.datacentermanagementmagazine.com

Registrar: FastDomain Inc.

Provider Name....: BlueHost.Com

Provider Whois...: whois.bluehost.com

Provider Homepage: <http://www.bluehost.com/>

Domain Name: DATACENTERMANAGEMENTMAGAZINE.COM

Created on.....: 2009-12-02 17:40:09 GMT

Expires on.....: 2011-12-02 17:40:09 GMT

Last modified on.....: 2010-12-03 19:11:55 GMT

Registrant Info: (FAST-12785240)

www.afcomservices.com

Registrar: FastDomain Inc.

Provider Name....: BlueHost.Com

Provider Whois...: whois.bluehost.com

Provider Homepage: <http://www.bluehost.com/>

Domain Name: AFCOMSERVICES.COM

Created on.....: 2010-01-08 00:45:20 GMT

Expires on.....: 2012-01-08 00:45:21 GMT

Last modified on.....: 2011-01-09 00:45:30 GMT

Registrant Info: (FAST-14135966)

www.afcommessageboard.com

Current Registrar: NETWORK SOLUTIONS, LLC.

IP Address: 72.167.232.188 (ARIN & RIPE IP search)

Record expires on 28-Jan-2014

Record created on 28-Jan-2009

Database last updated on 28-Jan-2009

SCHEDULE F

ADDITIONAL COLLATERAL

[None. – iNet to confirm].

SCHEDULE G

LEGAL CLAIMS OR ACTIONS

None.