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02-03-1999



COVER SHEET
TRADEMARK
COPYILY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner U.S. Patent and Trademark Office

100956248

See attached original documents or copy thereof.

1. Name of conveying party(ies):

FlashNet Communications, Inc.

MRP
1-26-99

- Individual(s)
- General Partnership
- Corporation-State - Texas
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 15, 1999

2. Name and address of receiving party(ies)

Name: Goldman Sachs Credit Partners L.P.

Internal Address:

Street Address: 85 Broad Street

City: New York State: NY ZIP: 10004

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership - Bermuda
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

RECEIVED
FEE PROCESS.
JAN 26 P 2:26
COMMISSIONER OF PATENTS & TRADEMARKS OFFICE

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
75062450

B. Trademark Registration No.(s)

02/02/1999 SBURNS 00000111 75062450

01 FC:481

40.00 OP

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Amy Lee

Internal Address:

Street Address: 885 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Amy S. Lee
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1847 FRAME: 0793

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 15, 1999, by FLASHNET COMMUNICATIONS, INC., a Texas corporation ("Grantor"), in favor of GOLDMAN SACHS CREDIT PARTNERS L.P., in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Guarantors, the Administrative Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Borrower has requested that Term Loans be made to the Borrower by the Agent and the Lenders; and

WHEREAS, Agent and Lenders are willing to make the Term Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Borrower Pledge and Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLASHNET COMMUNICATIONS, INC.

By: [Signature]
 Name: W. SCOTT LESLIE
 Title: PRESIDENT & SECRETARY

ACCEPTED AND ACKNOWLEDGED BY:

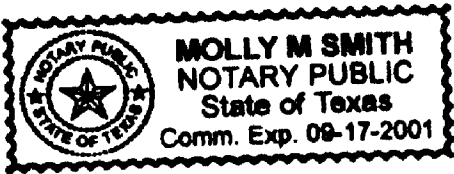
GOLDMAN SACHS CREDIT PARTNERS L.P.

By: _____
 Name: Richard Katz
 Title: Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
) ss.
 COUNTY OF Tarrant)

On this 21 day of January, 1999 before me personally appeared M Scott Leslie, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FLASHNET COMMUNICATIONS who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Molly M Smith
 Notary Public

{seal}

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS

Mark: F FLASHNET
Application No.: 75062450

File Date: 2/23/96