

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALLDOMAINS.COM, d/b/a ALLDOMAINS		05/31/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DSTR Acquisition II, LLC		
<b>Street Address:</b>	11807 NE 99th Street, Suite 1100		
<b>Internal Address:</b>	c/o Dotster, Inc.		
<b>City:</b>	Vancouver		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98682		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78042373	ALLDOMAINS.COM	
<b>Registration Number:</b>	2924042	D-GEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2159814194		
<b>Email:</b>	kennedyp@pepperlaw.com		
<b>Correspondent Name:</b>	Paul J. Kennedy		
<b>Address Line 1:</b>	18th and Arch Streets		
<b>Address Line 2:</b>	3000 Two Logan Square		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-2799		
<b>NAME OF SUBMITTER:</b>	Paul J. Kennedy		
<b>Signature:</b>	/Paul J. Kennedy/		

OP \$65.00 78042373

Date:

09/20/2005

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

31 day of May, 2005, by ALLDOMAINS.COM, INC. d/b/a ALLDOMAINS, a Delaware corporation (the "Assignor"), for the benefit of DSTR ACQUISITION II, LLC, a Delaware limited liability company (the "Assignee").

### BACKGROUND

Pursuant to the terms of an Asset Purchase Agreement entered into on April 29, 2005 (the "Purchase Agreement"), by and between Assignor and Assignee, Assignee is acquiring, and Assignor has agreed to assign, the Trademarks listed on Schedule A attached hereto (the "Trademarks") to Assignee, free and clear of all liens and encumbrances.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound hereby, Assignor agrees as follows:

A. Assignor hereby irrevocably assigns unto Assignee its entire right, title and interest in and to the Trademarks and the registrations therefor, together with (i) the goodwill of the businesses in connection with which the Trademarks are used and which are symbolized by the Trademarks and (ii) the right to sue for past infringement of the Trademarks.

B. Assignor agrees to cooperate with Assignee in order to vest all Assignor's right, title and interest in and to the Trademarks in Assignee and to carry out the intent of this Assignment, and Assignor further agrees to take such further action and to execute such further documents and instruments as may, in Assignee's reasonable judgment, be necessary in order to evidence Assignee's ownership of the Trademarks, at the sole expense of Assignee.


C. This Assignment shall inure to the benefit of Assignee and the successors and assigns of Assignee and shall be binding upon Assignor and the successors and assigns of Assignor.

D. The Trademarks are being assigned, sold and transferred free and clear of all liens and encumbrances, but without representation or warranty except for those limited warranties expressly set forth in the Purchase Agreement. The Assignor specifically disclaims any implied warranty of title, non-infringement, validity, merchantability or fitness for a particular purpose except for those limited warranties expressly set forth in the Purchase Agreement.

*[signature page follows]*

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

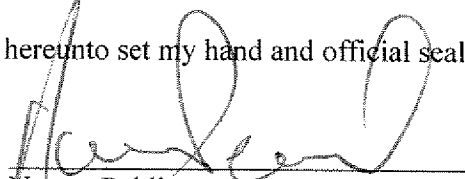
**Alldomains.com, Inc.**

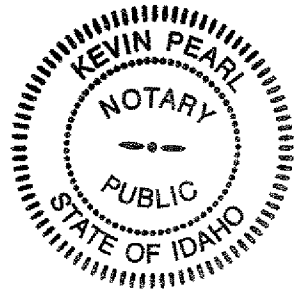
By:   
Name: Chris Bounds  
Title: SVP + COO

STATE OF : IDAHO  
:  
COUNTY OF : ADA

On this, the 31<sup>st</sup> day of MAY, 2005, before me KEVIN PEARL the undersigned officer, personally appeared CHRIS BOUNDS, who acknowledged himself to be the CHIEF FINANCIAL OFFICER of Alldomains.com, Inc., and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of said corporation and with its full authority to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public



**SCHEDULE A**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration/ Serial No.</b>
ALLDOMAINS.COM	USPTO	78/042,373
D-GEAR	USPTO	2,924,042
D-CART	Common Law	
Alldomains	Common Law	