

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number One to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Register.com, Inc.		07/19/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC, as Collateral Agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76351802	REGISTRY ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2136836339		
Email:	claudiaimmerzeel@paulhastings.com		
Correspondent Name:	Paul Hastings Janofsky & Walker LLP		
Address Line 1:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	45140.00141		
NAME OF SUBMITTER:	Claudia R Immerzeel		
Signature:	/Claudia R Immerzeel/		
Date:	07/21/2006		

OP \$40.00 76351802

Total Attachments: 5

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AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT, dated as of July 19, 2006 (this "Amendment"), is delivered pursuant to Section 4 of that certain Trademark Security Agreement, dated as of November 3, 2005 (the "Trademark Security Agreement"), among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), as the collateral agent for certain Lenders as such term is defined therein (in such capacity, together with its successors, if any, in such capacity, "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Grantors and Collateral Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtor and Collateral Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Obligations.

2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral Agent in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Collateral Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTOR:

REGISTER.COM, INC., a Delaware corporation

By: 

Name: _____

Title: _____

[SIGNATURE PAGE TO AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003353 FRAME: 0237

COLLATERAL AGENT:

ABLECO FINANCE LLC, a Delaware limited liability company

By:  _____

Name: _____

Title: _____

[SIGNATURE PAGE TO AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

[See Attached]

TRADEMARKS

Trademark Registrations/Applications

Loan Party (that is registered owner)	Mark:	Appl./Reg. #:	Class:
Register.com, Inc.	REGISTRY ADVANTAGE	No. 76/351802	42