### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Solid Cactus Web.com, Inc.		01/18/2010	CORPORATION: DELAWARE

#### RECEIVING PARTY DATA

Name:	Web.com Group, Inc.	
Street Address:	2808 Gran Bay Pkwy West	
City:	Jacksonville	
State/Country:	FLORIDA	
Postal Code:	32258	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark		
Registration Number:	3023263	SOLID CACTUS		
Registration Number:	3572185	CACTUS ON DEMAND ORDER MANAGEMENT		
Registration Number:	3704634	CACTUS COMPLETE COMMERCE ORDER MANAGEMENT		
Registration Number:	3704633	FEEDPERFECT		

#### **CORRESPONDENCE DATA**

**Fax Number**: (570)706-7193

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jtenenbaum@web.com

Correspondent Name: Jonathan D. Tenenbaum, Esq.

Address Line 1: 106 South Lehigh Street

Address Line 4: Shavertown, PENNSYLVANIA 18708

NAME OF SUBMITTER:	Jonathan D. Tenenbaum
Signature:	/Jonathan D. Tenenbaum/
Date:	01/18/2010 TRADEMARK
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Total Attachments: 3

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# TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into effective \_\_\_\_/\_\_\_\_, by and between Solid Cactus Web.com, Inc., a Delaware corporation ("SC") and Web.com Group, Inc., a Delaware corporation ("Web.com"), and is made with respect to the following recitals. SC and Web.com together may be referred to herein as the "Parties", and either of them alone may be referred to as a "Party".

WHEREAS, the Parties wish to transfer ownership of the SC Trademarks (defined below) and the related goodwill, and certain other trademark assets, to Web.com.

NOW THEREFORE, in consideration of the premises, mutual covenants and agreement contained in this Agreement, the parties agree as follows:

## 1. <u>Definitions.</u>

- a. "SC Applications" means the US and foreign trademark applications identified in Exhibit A.
- b. "SC Registrations" means the US and foreign trademark applications identified in Exhibit A.
- c. "SC Trademarks" means the trademarks identified in Exhibit A.
- 2. Assignment of SC Trademark Rights. For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, SC hereby sells, assigns and transfers to Web.com all of SC's right, title and interest in and to the SC Trademarks, and any US state, federal or foreign applications and registrations of the foregoing, including the SC Registrations, further including the business and goodwill associated therewith (to the extent owned by SC), along with the right to sue for any past infringement and obtain all remedies therefore (altogether, the "SC Trademark Rights").
- 3. Representations and Warranties. SC expressly represents and warrants that (a) no third party other than SC has any right, title or interest in the SC Trademark Rights; (b) SC has taken no actions which adversely affect Web.com's rights under this Agreement; (c) SC has not executed any assignments, sales, agreements, liens, mortgages, or encumbrances that effect the SC Trademark Rights; and (d) SC has the right to execute and enter into this Agreement, to perform its obligations hereunder, and to assign the SC Trademark Rights and all other rights transferred hereunder. Web.com represents and warrants that it has the power to enter into this Agreement and perform the obligations assumed hereunder.
- 4. <u>No Assumptions.</u> Web.com assumes no debts, liabilities or obligations of SC under this Agreement.

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- 5. <u>Power of Attorney.</u> SC hereby appoints Web.com, and its successors and assigns, as the true and lawful attorney-in-fact of SC, with full power of substitution, to institute and prosecute all proceedings, sign and record all instruments and documents, and generally take all other action, in the name and stead of SC but on behalf and for the benefit of Web.com, that Web.com may deem proper in order to assert or enforce any claim, right or title of any kind in or to the SC Trademark Rights, or to more effectively convey, transfer and assign to Web.com and confirm Web.com's title to the SC Trademark Rights. SC agrees that the foregoing power is coupled with an interest and is irrevocable
- 6. <u>Successors and Assigns.</u> This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of SC and Web.com.
- 7. Governing Law. The validity, construction and performance of this Agreement shall be governed by the State of Delaware without regard to the principles of conflict law.

## SIGNATURES:

Solid Cactus Web.com, Inc.:

Web.com Group, Inc.:

By: David L. Brown, CEO

By: David L. Brown, CEO

## **EXHIBIT A**

#	MARK	CURRENT OWNER	COUNTRY	STATUS	SERIAL NUMBER	REGISTRATION NUMBER
1	SOLID CACTUS	Solid Cactus Web.com, Inc.	U.S.	LIVE	78433246	3023263
2	CACTUS ON DEMAND ORDER MANAGEMENT	Solid Cactus Web.com, Inc.	U.S.	LIVE	77510748	3572185
3	CACTUS COMPLETE COMMERCE ORDER MANAGEMENT	Solid Cactus Web.com, Inc.	U.S.	LIVE	77669582	3704634
4	FEEDPERFECT	Solid Cactus Web.com, Inc.	U.S.	LIVE	77669528	3704633

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**RECORDED: 01/18/2010**