

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Interest In Trademark Rights

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Web.com Group, Inc.		10/27/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	P.O. BOX 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Registration Number:	3063186	E WORKS! XL
Registration Number:	3291772	ROLLOVER CLICKS
Registration Number:	3079350	VISIBILITY ONLINE
Registration Number:	3091794	WEBSITE PROS
Registration Number:	3091795	WEBSITE PROS
Registration Number:	3497650	SMARTCLICKS
Registration Number:	3501885	SMARTCLICKS
Registration Number:	3666813	WEB.COM
Registration Number:	2521314	WEB.COM
Registration Number:	3972510	RENOVATION EXPERTS
Registration Number:	3885394	NEEDCONTRACTOR
Registration Number:	3023263	SOLID CACTUS
Registration Number:	3572185	CACTUS ON DEMAND ORDER MANAGEMENT
Registration Number:	3704634	CACTUS COMPLETE COMMERCE ORDER MANAGEMENT

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Registration Number:	3704633	FEEDPERFECT
Registration Number:	3824652	ACCURATESHIP
Registration Number:	3825052	1SHOPPINGCART
Registration Number:	3578942	LOGOYES
Registration Number:	3692101	LOGOYES
Registration Number:	2494889	WE MAKE THE WEB WORK FOR YOU
Registration Number:	2660729	INTERLAND
Registration Number:	2994142	BLUE HALO SHARED
Registration Number:	3285839	WHAT'S YOUR .COM
Registration Number:	2360144	INTERLAND
Registration Number:	3264794	PERFECTPRIVACY
Registration Number:	3247400	WAZOO
Registration Number:	3274758	WHAT'S YOUR DOT COM
Registration Number:	3274834	WHAT'S YOUR .COM?
Registration Number:	3427866	WEBDASH
Registration Number:	3003577	LEADLOGIC
Registration Number:	3119651	BRINGING CUSTOMERS TO YOUR FRONT DOOR
Registration Number:	3972509	LEADS.COM
Serial Number:	77081781	DOTWEB

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
Phone: (212) 455-3605  
Email: jnull@stblaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Genevieve Dorment  
Address Line 1: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1627
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	01/27/2012

Total Attachments: 6

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**TRADEMARK**  
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GRANT OF  
SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 27, 2011 is made by Web.com Group, Inc., a Delaware Corporation (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Second Lien Credit Agreement, dated as of October 27, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, the Co-Syndication Agents named therein, the Co-Documentation Agents named therein, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrower has executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of October 27, 2011, in favor of the Agent (together with all amendments, restatements supplements and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


MONSTERCOMMERCE, LLC  
NETWORK SOLUTIONS, LLC  
WEB.COM GROUP, INC.  
WEB.COM HOLDING COMPANY, INC.

By:   
Name: David L. Brown  
Title: Chief Executive Officer  
Date:

[Second Lien Trademark Security Agreement]

TRADEMARK  
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JPMORGAN CHASE BANK, N.A.,  
as Agent for the Lenders

By:   
Name: Tina Ruyter  
Title: Executive Director  
Date: 10/26/11

[Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004705 FRAME: 0860

**SCHEDULE A**  
**U.S. Trademark Applications and Registrations**

<b>Application or Registration No.</b>	<b>Jurisdiction</b>	<b>Owner</b>	<b>Title</b>
3063186	US	Web.com Group, Inc.	E WORKS! XL
3291772	US	Web.com Group, Inc.	ROLLOVER CLICKS
3079350	US	Web.com Group, Inc.	VISIBILITY ONLINE
3091794	US	Web.com Group, Inc.	WEBSITE PROS
3091795	US	Web.com Group, Inc.	WEBSITE PROS
3497650	US	Web.com Group, Inc.	SMARTCLICKS
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3704633	US	Web.com Group, Inc.	FEEDPERFECT
3824652	US	Web.com Group, Inc.	AccuRATEship
3825052	US	Web.com Group, Inc.	1ShoppingCart
3578942	US	Web.com Group, Inc.	LOGOYES
3692101	US	Web.com Group, Inc.	LOGOYES
2494889	US	Web.com Group, Inc.	WE MAKE THE WEB WORK FOR YOU
2660729	US	Web.com Group, Inc.	Interland
2994142	US	Web.com Group, Inc.	blueHALOshared
3285839	US	Web.com Group, Inc.	WHAT'S YOUR.com
2360144	US	Web.com Group, Inc.	INTERLAND
3264794	US	Web.com Group, Inc.	PERFECTPRIVACY
77081781	US	Web.com Group, Inc.	DOTWEB
3247400	US	Web.com Group, Inc.	WAZOO
3274758	US	Web.com Group, Inc.	WHAT'S YOUR DOT COM
3274834	US	Web.com Group, Inc.	what's your .com?
3427866	US	Web.com Group, Inc.	WEBDASH
3003577	US	Web.com Group, Inc.	LEAD LOGIC
3119651	US	Web.com Group, Inc.	BRINGING CUSTOMERS TO YOUR FRONT DOOR
3972509	US	Web.com Group, Inc.	LEADS.COM



**U.S. Trademark Exclusive Licenses**

**None.**