

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Register.com, Inc., a Delaware corporation	11/03/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Ableco Finance LLC, as Collateral Agent, a Delaware limited liability company
<b>Street Address:</b>	299 Park Avenue, 22nd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10171
<b>PROPERTY NUMBERS Total: 10</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6880007
Application Number:	09587403
Application Number:	09871886
Application Number:	09587405
Application Number:	09610580
Patent Number:	6745248
Application Number:	09773183
Application Number:	09904193
Application Number:	11047112
Application Number:	11101948
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(213)996-3339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	2136836339
<b>Email:</b>	claudiaimmerzeel@paulhastings.com

**OP \$400.00 6880007**

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

**Total Attachments: 8**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 3rd day of November, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO FINANCE LLC, in its capacity as collateral agent for the Lender Group (together with its successors, the "Collateral Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Financing Agreement dated as of November 3, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Financing Agreement") by and among REGISTER.COM (CAYMAN) LIMITED PARTNERSHIP, an exempted limited partnership established under the laws of the Cayman Islands (the "Parent"), VECTOR REGISTER HOLDINGS LIMITED, a limited liability exempted company incorporated under the laws of the Cayman Islands ("VRHL"), RANGER HOLDCO LLC, a Delaware limited liability company (the "Borrower"), REGISTER.COM, INC., a Delaware corporation ("Register.com"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent, VRHL, and Register.com, each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent, and WELLS FARGO FOOTHILL, INC., a California corporation ("WFF"), as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Lender Group, that certain Security Agreement dated as of November 3, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Lender Group, this Patent 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, each 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 Security Agreement or the Financing Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the

following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of its United States Patents and United States Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Patent 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. To the extent so required under the Security Agreement, Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new United States Patents and Intellectual Property Licenses concerning patentable inventions that are the subject of one or more United States Patents of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent

Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

**REGISTER.COM, INC., a Delaware  
corporation**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**COLLATERAL AGENT:**

**ABLECO FINANCE LLC, a Delaware limited liability company, as Collateral Agent**

By: \_\_\_\_\_

Name: Kevin Genda

Title: Senior Vice President

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT



PATENTS

Patent Registrations/Applications

Loan Party (that is registered owner)	Patent	Reg/App. No. / Date of Filing/Date of Issuance	Status*
Register.com, Inc.	Domain Manager and Method of Use	Patent No. 6,880,007  4/12/05	Issued
Register.com, Inc.	Domain Manager for Plural Domains and Method of Use	09/587,403	Pending
Register.com, Inc.	Method and Apparatus Providing Distributed Domain Management Capabilities	09/871,886  09/587,405	old utility  Office Action received. Response pending
Register.com, Inc.	Method and Apparatus for URL Forwarding	09/610,580	Pending
Register.com, Inc.	Method and Apparatus for Analyzing Domain Name Registrations	Patent No. 6,745,248  6/1/04	Issued
Register.com, Inc.	Method and Apparatus for Facilitating Domain Name Transfers		Abandoned
Register.com, Inc.	System and Method for Facilitating Post-Auction Negotiations		Inactive
Register.com, Inc.	System and Method Facilitating Multilateral and Bilateral Negotiations	09/773,183	Pending
Register.com, Inc.	Proxy System that Selectively Identifies and Appends Information to Messages	09/904,193	Office Action response pending.
Register.com, Inc.	System and Method Facilitating Domain Name Transfer		Abandoned

Register.com, Inc.	Domain Manager and Method of Use	11/047,112	Pending
Register.com, Inc.	Rule-Based System and Method for Registering Domain Names	11/101,948	Notice to file missing parts received. Response pending