

01-18-2005

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To the Director of the U.S. Patent and Trademark Office

Transmit this document to the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

NetZero, Inc.

- Individual(s)
- General Partnership
- Corporation-State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) December 13, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank Trust Company Americas

Internal Address: _____

Street Address: 60 Wall Street

City: New York

State: New York

Country: USA Zip: 10005

Association

General Partnership

Limited Partnership

Corporation

Other - Collateral Agent

Citizenship: New York

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Please see attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth A. Nunn/White & Case LLP

Internal Address: _____

Street Address: 1155 Avenue of the Americas

City: New York

State: New York Zip: 10036

Phone Number: 212 819-8928

Fax Number: 212 354-8113

Email Address: enunn@whitecase.com

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 565.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
- b. Deposit Account Number 23-1705 (in case of deficiency)
Authorized User Name _____

9. Signature:

Elizabeth A. Nunn
Signature

January 11, 2005
Date



Elizabeth A. Nunn
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8



Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria VA 22313-1450

01/14/2005 DBYRNE 00000051 2382595
01 FC:8521 40.00 DP
02 FC:8522 525.00 DP

SCHEDULE A

TRADEMARKS	
Mark	Registration/Application Number (Country)
NETZERO	Registration No. 2,382,595 (US)
NETZERO	Registration No. 2,304,296 (US)
NETZERO HISPEED	Registration No. 2,899,543 (US)
DEFENDERS OF THE FREE WORLD	Registration No. 2,357,543 (US)
	Registration No. 2,739,029 (US)
1-800-DEFENDER	Registration No. 2,436,851 (US)
NZTV	Application No. 2521262 (US)
ZEROPORT	Registration No. 2,520,809 (US)
SPEEDYASSISTANT	Registration No. 2,399,829 (US)
SPEED DIAL FOR THE WEB	Registration No. 2,518,307 (US)
MYNETZERO	Registration No. 2,851,797 (US)
MY START and design	Registration No. 2,425,225 (US)
FREEI	Registration No. 2,541,878 (Supplemental Register) (US)
FREEINTERNET	Registration No. 2,256,343 (US)
ISEE	Registration No. 2,593,635 (US)
AD MISSILE	Registration No. 2,431,051 (US)
ZCAST	Registration No. 2,408,340 (US)
LAZERMAIL	Registration No. 2,484,702 (US)
CYBERTARGET	Registration No. 2,532,760 (US)
HARD CELL	Registration No. 2,561,997 (US)
	Registration No. 2,391,763 (US)
SURF SAFARI	Registration No. 2,537,351 (US)

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NetZero, Inc., a Delaware corporation (the "Grantor"), with principal offices at 21301 Burbank Boulevard, Woodland Hills, California 91367, hereby assigns and transfers unto to Deutsche Bank Trust Company Americas, a New York corporation, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005, (the "Grantee"), and does hereby pledge and grant to the Grantee, for the benefit of the Secured Creditors (as defined in the Security Agreement referenced below), a continuing security interest in all of the right, title and interest of Grantor in, to and under the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, and the goodwill of the businesses of Grantor symbolized by the Marks (the "Grant").

This Grant is made as security for the prompt and complete payment and performance when due of all of Grantor's Obligations, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 13, 2004 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). After the Termination Date (as defined in the Security Agreement), the Grantee, at the request and expense of the Grantor, will promptly execute and deliver to Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
15th day of December, 2004.

NETZERO, INC., Grantor

By Charles S. Hillard
Name: Charles S. Hillard
Title: Executive Vice President, Finance
and Chief Financial Officer

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By _____
Name:
Title:

STATE OF _____)
) ss.:
COUNTY OF _____)

On this 9th day of December, 2004, before me personally came Charles S. Hilliard, who, being by me duly sworn, did state as follows: that [s]he is Chief Financial Officer of NetZero, Inc., that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the sole Director of said corporation.

Cirila Stephens
Notary Public

CIRILA STEPHENS
NOTARY PUBLIC, State of New York
No. 01ST6088536
Qualified in Kings County
Commission Expires March 3, 2007

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

13th day of December, 2004.


NETZERO, INC., Grantor

By _____

Name:

Title:

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent and Grantee

By  _____

Name:

Title:

Anca Trifan
Director

