

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Register.com, Inc.		11/03/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Ableco Finance LLC, as Collateral Agent
Street Address:	299 Park Avenue, 22nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	75749283	SITEAMERICA
Serial Number:	75691042	REGISTER.COM
Serial Number:	75692792	REGISTER
Serial Number:	75930904	FIRSTSTEPSITE
Serial Number:	76046696	DOMAIN LOCKDOWN
Serial Number:	76084248	DOMAIN ROUND-UP
Serial Number:	76100200	NAMEDEMO
Serial Number:	76100201	NAMEBARGAIN
Serial Number:	76180367	COMMERCELOCK
Serial Number:	76073840	TRADEMARK GUARDIAN
Serial Number:	76106076	FIRSTSTEPPORTAL
Serial Number:	76169141	REGISTER.COM
Serial Number:	76169148	REGISTER.COM
Serial Number:	76169140	REGISTER.COM

OP \$565.00 75749283

Serial Number:	76351804	WEBSITENOW
Serial Number:	76351803	WEBSITENOW
Serial Number:	75749525	THE FIRST STEP ON THE WEB
Serial Number:	75623828	REGISTER.COM
Serial Number:	76023158	I REGISTERED MY
Serial Number:	76076338	DOMAIN MANAGER
Serial Number:	78332154	REGISTER
Serial Number:	78533926	NAME CONSOLE

CORRESPONDENCE DATA

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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:	11/04/2005

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark 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").

WITNESSETH:

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 the 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 Grantors shall have executed and delivered to Collateral Agent, for the benefit of 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 Lender Group, this Trademark 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 TRADEMARK 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 "Trademark Collateral"):

- (a) all of its United States Trademarks and United States Trademark 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;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark 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 Trademark 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 trademarks, the provisions of this Trademark 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 trademarks or renewal or extension of any trademark registration. 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 Trademarks and Intellectual Property Licenses concerning one or more United States Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark 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 Trademark 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 Trademark 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 Trademark 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 Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark 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.

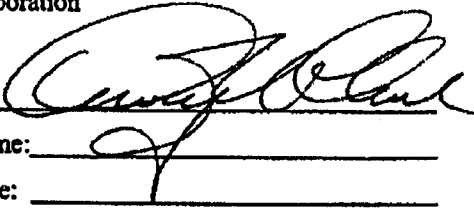
[SIGNATURE PAGE FOLLOWS]

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

By: _____

Name: _____

Title: _____



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 003187 FRAME: 0820**

COLLATERAL AGENT:

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

By: _____

Name: Kevin Genda

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademark Registrations/Applications

Loan Party (that is registered owner)	Mark:	Appl./Reg. #:	Class:	STATUS/NOTES:
Register.com, Inc.	SITEAMERICA®	Ser. No. 75/749283	38, 42	Registered 5/16/00; A.C.U. due 5/16/06; Renewal due 5/16/10.
Register.com, Inc.	REGISTER.COM®	Ser. No. 75/691042	38, 42	Registered 12/24/02; A.C.U. due 12/24/08; Renewal due 12/24/12.
Register.com, Inc.	REGISTER ®	Ser. No. 75/692792	38, 42	Registered 12/24/02; A.C.U. due 12/24/08; Renewal due 12/24/12.
Register.com, Inc.	FIRSTSTEPSITE®	Ser. No. 75/930904	42	Registered 12/25/01; A.C.U. due 12/25/2007; Renewal due 12/25/11.
Register.com, Inc.	DOMAIN LOCKDOWN®	Ser. No. 76/046696	42	Registered 10/15/02; A.C.U. due 10/15/08; Renewal due 10/15/12.
Register.com, Inc.	DOMAIN ROUND-UP®	Ser. No. 76/084248	42	Registered 6/11/02; A.C.U. due 6/11/08; Renewal due 6/11/12.
Register.com, Inc.	NAMEDEMO®	Ser. No. 76/100200	42	Registered 11/5/02; A.C.U. due 11/5/08; Renewal due 11/5/12.
Register.com, Inc.	NAMEBARGAIN®	Ser. No. 76/100201	42	Registered 10/1/02; A.C.U. due 10/1/08; Renewal due 10/1/12.
Register.com, Inc.	COMMERCELOC K®	Ser. No. 76/180367	42	Registered 10/15/02; A.C.U. due 10/15/08; Renewal due 10/15/12.
Register.com, Inc.	TRADEMARK GUARDIAN®	Ser. No. 76/073840	42	Registered 9/24/02; A.C.U. due 9/24/08; Renewal due 9/24/12.
Register.com, Inc.	FIRSTSTEPPORTAL	Ser. No. 76/106076	42	Registered 2/18/03; A.C.U. due 2/18/09; Renewal due 2/18/13.
Register.com, Inc.	REGISTER.COM AND DESIGN	Ser. No. 76/169141	35	Application filed 11/21/00. Final Office Action issued 11/03. Ex parte appeal pending before TTAB; awaiting Examiner's response to Request for Reconsideration.
Register.com, Inc.	REGISTER.COM AND DESIGN	Ser. No. 76/169148	38	Registered 4/6/04; A.C.U. due 4/6/10; Renewal due 4/6/14.
Register.com, Inc.	REGISTER.COM AND DESIGN	Ser. No. 76/169140	42	Application filed 11/21/00. Final Office Action issued 11/03. Ex parte appeal pending before TTAB; awaiting Examiner's response to Request for Reconsideration.
Register.com, Inc.	WEBSITENOW AND DESIGN	Ser. No. 76/351804	42	Abandoned 4/14/04.
Register.com, Inc.	WEBSITENOW	Ser. No. 76/351803	42	Abandoned 4/14/04.
Register.com, Inc.	THE FIRST STEP ON THE WEB	Ser. No. 75/749525	38,42	Proceedings are suspended pending final disposition of the civil action between Verio and RCOM.
Register.com, Inc.	REGISTER.COM	Ser. No. 75/623828	35,38,42	Registered 11/25/03; A.C.U. due 11/25/09; Renewal due 11/25/13.

Register.com, Inc.	I REGISTERED MY	Ser. No. 76/023158	42	Abandoned 10/23/03.
Register.com, Inc.	DOMAIN MANAGER	Ser. No. 76/076338	42	Abandoned 2/23/05.
Register.com, Inc.	REGISTER	Ser. No. 78332154	42	Registered 6/28/05; A.C.U. due 6/28/11; Renewal date 6/28/15.
Register.com, Inc.	NAME CONSOLE	Ser. No. 78/533926	42	Application filed 12/16/04.
Register.com, Inc.	REGISTER.COM AND DESIGN Australia	No. 989804	35,38,42	Response to office action is pending.
Register.com, Inc.	REGISTER.COM AND DESIGN Canada	No. 1207630	n/a	Application pending further review by Canadian Trademark Office.
Register.com, Inc.	REGISTER.COM AND DESIGN China	No. 3951827	35	Application filed 3/10/04. Application pending review by Chinese Trademark Office.
Register.com, Inc.	REGISTER.COM AND DESIGN China	No. 3951826	38	Application filed 3/10/04. Application pending review by Chinese Trademark Office.
Register.com, Inc.	REGISTER.COM AND DESIGN China	No. 3951825	42	Application filed 3/10/04.
Register.com, Inc.	REGISTER.COM CTM	No. 003694701	35, 38, 42	Registered 8/4/05