

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MonsterCommerce, LLC		01/09/2006	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Credit Suisse, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
Internal Address:	OMA-2		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Unknown:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78619624	SOLUTIONS FOR ONLINE SELLING	
Registration Number:	2947268	MONSTERCOMMERCE	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	gdurham@omm.com		
Correspondent Name:	Gina M. Durham, Esq.		
Address Line 1:	400 South Hope Street		
Address Line 2:	O'Melveny & Myers LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Gina M. Durham		
Signature:	/Gina M. Durham/		

CH \$65.00 78619624

Date:

01/17/2006

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, MONSTERCOMMERCE, LLC, a California limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Network Solutions, LLC, a Delaware limited liability company ("**Borrower**"), has entered into that certain Credit Agreement dated as of January 9, 2006 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise Modified from time to time, being the "**Credit Agreement**"), with the banks, financial institutions and other entities listed on the signature pages thereof (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), the agents named therein, and Credit Suisse, Cayman Islands Branch, as Administrative Agent for the Lenders together with its successors (in such capacity, "**Secured Party**") pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, Borrower or any Subsidiary Guarantor may enter from time to time, or may have entered from time to time, into one or more swap agreements (collectively, the "**Specified Hedge Agreements**") with one or more Persons that are Lenders or Agents or Affiliates of Lenders or Agents at the time such Specified Hedge Agreements are entered into (in such capacity, collectively, "**Qualified Counterparties**"); and

WHEREAS, Grantor has executed and delivered that certain [Subsidiary] Guaranty dated as of January 9, 2006 (said [Subsidiary] Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise Modified from time to time, being the "**Guaranty**"), in favor of Secured Party for the benefit of Lenders and any Qualified Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Borrower under the Credit Agreement and the other Loan Documents and all obligations of Borrower under the Specified Hedge Agreements, including, without limitation, the obligation of Borrower to make payments thereunder in the event of early termination thereof; and]

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of January 9, 2006 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise Modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter

existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

provided that the term “**Trademark Collateral**” shall not include, and this Grant of Trademark Security Interest shall not constitute a grant of a security interest in any property to the extent that granting of a security interest in such property is prohibited by any Requirement of Law of a Governmental Authority or constitutes a breach or default under, or results in the termination of, or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except (i) to the extent that the terms in such contract, license, instrument or other document providing for such prohibition, breach, default or termination, or requiring such consent, are prohibited under the Credit Agreement, or (ii) to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination, or requiring such consent, is ineffective under Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) or any other applicable law (including the Bankruptcy Code) or principles of equity; provided, however, that the security interest granted hereunder shall attach immediately at such time as such Requirement of Law is not effective or applicable, or such prohibition, breach, default or termination is no longer applicable or is waived, and to the extent severable shall attach immediately to any portion of the Trademark Collateral that does not result in such consequences; and provided further, that to the extent required by law, the term “**Trademark Collateral**” shall not include, and the security interest granted hereunder shall not attach to, any applications for trademarks and service marks filed in the United States Patent and Trademark Office on the basis of such Grantor’s intent to use any such mark pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate

commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a) at which point the term “**Trademark Collateral**” shall include, and the security interest granted hereunder shall attach to, such application.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

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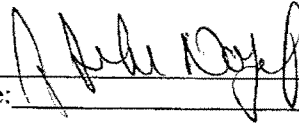
IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 9th day of Januray, 2006.

MONSTERCOMMERCE, LLC

By: _____

Name: _____

Title: _____



S-1

(Grant of Trademark Security Interest)

TRADEMARK
REEL: 003228 FRAME: 0488

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

A. Trademark Applications – MonsterCommerce, LLC

Country	Trademark	Application No.	Filing Date
United States	SOLUTIONS FOR ONLINE SELLING	78/619,624	4/29/2005

B. Trademark Registrations – MonsterCommerce, LLC

Country	Trademark	Reg. No.	Reg. Date
United States	MONSTERCOMMERCE	2,947,268	5/10/2005