

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Navi Acquisition Corp.		09/07/2007	CORPORATION: DELAWARE
Jupiter Hosting, Inc.		09/07/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce, as Collateral Agent
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2607693	ALABANZA
Registration Number:	2715545	ALABANZA
Registration Number:	3026190	ALAGUARD
Registration Number:	2960659	CARTXPRESS
Registration Number:	2960658	CONTENTXPRESS
Registration Number:	2960660	DBXPRESS
Registration Number:	2993697	DSM
Registration Number:	2960526	MOMENTUM MARKETING
Registration Number:	3093589	POWERED BY ALABANZA
Registration Number:	3013667	SITEXPRESS
Registration Number:	3082683	
Registration Number:	3094913	JUPITER HOSTING
Serial Number:	78528695	EVERYSERVE

CH \$365.00 2607693

Serial Number:

76578462

LISTXPRESS

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC # 229032

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

09/17/2007

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of September 7, 2007, by JUPITER HOSTING, INC., and NAVI ACQUISITION CORP., (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, acting through its New York agency, in its capacity as collateral agent, pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and

deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

JUPITER HOSTING, INC.
NAVI ACQUISITION CORP.

By: _____

Name: James W. Pluntze
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE,
acting through its New York Agency, as Collateral Agent

By:  _____


Name: Brian S. Perman
Title: Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003622 FRAME: 0487

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations (U.S.):

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Navi Acquisition Corp.	2607693	ALABANZA
Navi Acquisition Corp.	2715545	ALABANZA
Navi Acquisition Corp.	3026190	ALAGUARD
Navi Acquisition Corp.	2960659	CARTXPRESS
Navi Acquisition Corp.	2960658	CONTENTXPRESS
Navi Acquisition Corp.	2960660	DBXPRESS
NaviAcquisition Corp.	2993697	DSM
Navi Acquisition Corp.	2960526	MOMENTUM MARKETING
Navi Acquisition Corp.	3093589	POWERED BY ALABANZA
Navi Acquisition Corp.	3013667	SITEXPRESS
Navi Acquisition Corp.	3082683	
Jupiter Hosting, Inc.	3094913	JUPITER HOSTING

Trademark Applications (U.S.):

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Jupiter Hosting, Inc.	78528695	EVERYSERVE
Navi Acquisition Corp.	76578462	LISTXPRESS