

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ThePlanet.com Internet Services, Inc.		11/09/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank, as Collateral Agent		
<b>Street Address:</b>	303 Peachtree Street, N.E.		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	Georgia Banking Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3645800	THE PLANET	
Registration Number:	3773737	THE GLOBAL IT HOSTING LEADER	
Registration Number:	3645794	CREATING A BETTER WORLD FOR YOUR BUSINESS	
Registration Number:	3772373	ANTICIPATION ADVANTAGE	
Registration Number:	3506521	READY TO GO SERVERS	
Registration Number:	2395201	CHILDSURF	
Registration Number:	2395202	EASYSURF	
Registration Number:	2979229	EV1SERVERS.NET	
Registration Number:	3027682	FIRESLAYER	
Serial Number:	77709509	ALPHA PROFESSIONAL	
Serial Number:	77709497	ALPHA ADVANCED SERVICES	
Serial Number:	77709528	NORTHSTAR MANAGED HOSTING	

OP \$315.00 3645800

CORRESPONDENCE DATA

Fax Number: (404)581-8330  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-581-8275  
Email: srbrown@jonesday.com  
Correspondent Name: Sidney R. Brown, Jones Day  
Address Line 1: 1420 Peachtree Street, N.E.  
Address Line 2: Suite 800  
Address Line 4: Atlanta, GEORGIA 30309-3053

ATTORNEY DOCKET NUMBER:	566957-640019
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	11/09/2010

Total Attachments: 6  
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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, ThePlanet.com Internet Services, Inc., a Delaware corporation with principal offices at 315 Capitol Street, Suite 205, Houston, TX 77002 (the "Grantor"), hereby grants to SunTrust Bank, as Collateral Agent, with offices at 303 Peachtree Street, N. E. / 4th Floor, Atlanta, Georgia 30308 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations, trademark applications and domain names (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement referred to below), including any "intent-to-use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

THIS GRANT is made to secure the payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of November 9, 2010 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Marks shall automatically terminate and the Grantee shall execute,

acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under 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 in all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THE AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 13.03 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED

**BY APPLICABLE LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE  
PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.**

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

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
9th day of November, 2010.

THEPLANET.COM INTERNET SERVICES,  
INC., Grantor

By Michael S. Jones

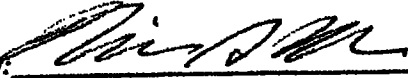
Name: Michael S. Jones

Title: Chief Financial Officer

[SOFTLAYER - TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004411 FRAME: 0815

SUNTRUST BANK, as Collateral Agent and  
Grantee

By:   
\_\_\_\_\_  
Nicholas Hahn  
Director

**ThePlanet.com Internet Services, Inc.: Registered Trademarks**

The Planet (design mark)	US	3,645,800	06/30/09
The Global IT Hosting Leader	US	3773737	04/06/10
Creating a Better World For Your Business	US	3645794	06/30/09
Anticipation Advantage	US	3772373	04/06/10
Ready To Go Servers	US	3506521	09/23/08
Childsurf	US	2395201	10/17/00
Easysurf	US	2395202	10/17/00
EVISERVERS.NET	US	2979229	07/26/05
Fireslayer	US	3027682	08/11/04

**ThePlanet.com Internet Services, Inc.: Trademark Applications**

ALPHA Professional	US	77709,509	04/08/09
ALPHA Advanced Services	US	77709,497	04/08/09
Northstar Managed Hosting	US	77709,528	04/08/09

ATI-2447335v1