

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTERNAP NETWORK SERVICES CORPORATION	11/02/2010
RECEIVING PARTY DATA	
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent
Street Address:	One Boston Place, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
PROPERTY NUMBERS Total: 18	
Property Type	Number
Application Number:	10286576
Patent Number:	7490144
Patent Number:	6167052
Patent Number:	7555542
Patent Number:	6981055
Patent Number:	7447798
Patent Number:	7561517
Patent Number:	6912222
Patent Number:	6009081
Application Number:	11814351
Patent Number:	7447153
Application Number:	12252183
Patent Number:	7269157
Patent Number:	7222190
Patent Number:	7133365

501343930

PATENT
REEL: 025337 FRAME: 0437

OP \$720.00 10286576

Patent Number:	7606160
Patent Number:	7584298
Patent Number:	7739327

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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

Phone: 312-863-7198

Email: nancy.brougher@goldbergekohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.246
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NAME OF SUBMITTER:	Nancy Brougher
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Total Attachments: 11

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 2nd day of November, 2010, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 2, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Internap Network Services Corporation, a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of November 2, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an

original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. **CONSTRUCTION.** This Patent Security Agreement is a Loan Document. Unless the context of this Patent Security Agreement 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 Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement 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). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF FULTON, STATE OF GEORGIA; PROVIDED, HOWEVER, THAT ANY**

SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

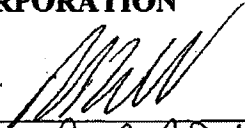
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS PATENT SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**INTERNAP NETWORK SERVICES
CORPORATION**

By: 
Name: Richard D. Bell
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**INTERNAP NETWORK SERVICES
CORPORATION**

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company**

By: _____
Name: STEPHEN CARL
Title: M.D.

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

See Attached

Active Patent Portfolio

Country	Title	Status	Serial No Filing Date	Patent No. Issue Date	Owner	Inventors
China	PRIVATE NETWORK ACCESS POINT ROUTER FOR INTERCONNECTING AMONG INTERNET ROUTE PROVIDERS	Issued	988098040 Sep 2, 1998	ZL98809804.0 Aug 4, 2004	Internap Network Services Corporation	Christopher D. WHEELER, Ophir RONEN
European Patent Office	PASSIVE ROUTE CONTROL OF DATA NETWORKS	Published	037814951 Oct 29, 2003		Internap Network Services Corporation	Eric KLINKER, Steven R. MCCANNIE
Hong Kong	PRIVATE NETWORK ACCESS POINT ROUTER FOR INTERCONNECTING AMONG INTERNET ROUTE PROVIDERS	Issued	021007456 Jan 30, 2002	1039230 Mar 4, 2005	Internap Network Services Corporation	Christopher D. WHEELER, Ophir RONEN
Japan	DISTRIBUTED NETWORK MANAGEMENT SYSTEM AND METHOD	Issued	2002508211 Aug 29, 2000	3593528 Sep 3, 2004	Internap Network Services Corporation	John CARLSON, Tim HINDERLITER, Leigh METCALF
Japan	METHOD AND SYSTEM FOR OPTIMIZING ROUTING THROUGH MULTIPLE AVAILABLE INTERNET ROUTE PROVIDERS	Issued	2002521734 Feb 9, 2001	3742058 Nov 18, 2005	Internap Network Services Corporation	Abha AHUJA, Matt AYERS, Ben BLACK, Chris BROWN, DANIEL T. COHN, Stephen RAMSEY, Ophir RONEN, PAUL J. SCHACHTER, Oscar B. STIFFELMAN, Christopher D. WHEELER
Japan	PRIVATE NETWORK ACCESS POINT ROUTER FOR INTERCONNECTING AMONG INTERNET ROUTE PROVIDERS	Pending	2000359382 Nov 27, 2000		Internap Network Services Corporation	Christopher D. WHEELER, Ophir RONEN, Benjamin J. BLACK, MICHAEL MACMILLIN, John CARLSON
Japan	SYSTEM AND METHOD TO ASSURE NETWORK SERVICE LEVELS WITH INTELLIGENT ROUTING	Issued	2002582558 Apr 10, 2002	4122232 May 9, 2008	NETVMG, Inc. (in process of being assigned to INAP)	Eric KLINKER, Jeremy T. JOHNSON, ALLWYN SEQUIERA
United States of America	DATA NETWORK CONTROLLER	Allowed	10286576 Nov 1, 2002		Internap Network Services Corporation	Eric KLINKER, Jeremy T. JOHNSON, Steven R. MCCANNIE, DANIEL S. MCKERNAN, GORDON CHAFFEE, CHARLES J. FRALEIGH

Active Patent Portfolio

Country	Title	Status	Serial No Filing Date	Patent No. Issue Date	Owner	Inventors
United States of America	DISTRIBUTED NETWORK MANAGEMENT SYSTEM AND METHOD	Issued	10790156 Mar 1, 2004	7490144 Feb 10, 2009	Internap Network Services Corporation	John CARLSON, Tim HINDERLITER, Leigh METCALF
United States of America	ESTABLISHING CONNECTIVITY IN NETWORKS	Issued	09067761 Apr 27, 1998	6167052 Dec 26, 2000	VPNX.COM, INC. (In process of being assigned to INAP)	THOMAS MCNEILL, JOSEPH EKSTROM, STEPHEN S. MOSS
United States of America	METHOD AND SYSTEM FOR DIRECTING REQUESTS FOR CONTENT TO A CONTENT SERVER BASED ON NETWORK PERFORMANCE	Issued	09575839 May 22, 2000	7555542 Jun 30, 2009	Internap Network Services Corporation	Matt AYERS, Benjamin J. BLACK, Chris BROWN, John CARLSON, Dan COHN, Scott LAIRD, Jonathan MILLER, Stephen RAMSEY, Ophir RONEN, Paul SCHACHTER, Oscar STIFFELMAN
United States of America	METHOD AND SYSTEM FOR OPTIMIZING ROUTING THROUGH MULTIPLE AVAILABLE INTERNET ROUTE PROVIDERS	Issued	09644221 Aug 22, 2000	6981055 Dec 27, 2005	Internap Network Services Corporation	Abha AHUJA, Matt AYERS, Ben BLACK, Chris BROWN, DANIEL T. COHN, Stephen RAMSEY, Ophir RONEN, PAUL J. SCHACHTER, Oscar STIFFELMAN, Christopher D. WHEELER
United States of America	METHODS AND SYSTEMS FOR PROVIDING DYNAMIC DOMAIN NAME SYSTEM FOR INBOUND ROUTE CONTROL	Issued	10774445 Feb 10, 2004	7447798 Nov 4, 2008	Internap Network Services Corporation	Eric KLINKER
United States of America	PASSIVE ROUTE CONTROL OF DATA NETWORKS	Issued	10283798 Oct 29, 2002	7561517 Jul 14, 2009	Internap Network Services Corporation	Eric James KLINKER, Steven R. MCCANNE
United States of America	PRIVATE NETWORK ACCESS POINT ROUTER FOR INTERCONNECTING AMONG INTERNET ROUTE PROVIDERS	Issued	09512127 Feb 24, 2000	6912222 Jun 28, 2005	Internap Network Services Corporation	Christopher D. WHEELER, Ophir RONEN, Benjamin BLACK, Michael MCILLIN, John CARLSON

Active Patent Portfolio

Country	Title	Status	Serial No Filing Date	Patent No. Issue Date	Owner	Inventors
United States of America	PRIVATE NETWORK ACCESS POINT ROUTER FOR INTERCONNECTING AMONG INTERNET ROUTE PROVIDERS	Issued	08822954 Sep 3, 1997	6009081 Dec 28, 1999	Internap Network Services Corporation	Christopher D. WHEELER, Ophir RONEN
United States of America	SYSTEM AND METHOD FOR APPLICATION ACCELERATION ON DISTRIBUTED COMPUTER NETWORK	Pending	11814351 Jul 19, 2007		Internap Network Services Corporation	Ali MARASHI, Eric James KLINKER
United States of America	SYSTEM AND METHOD FOR END TO END ROUTE CONTROL	Issued	11063057 Feb 22, 2005	7447153 Nov 4, 2008	Internap Network Services Corporation	Eric James KLINKER
United States of America	SYSTEM AND METHOD FOR END TO END ROUTE CONTROL	Published	12252183 Oct 15, 2008		Internap Network Services Corporation	Eric James KLINKER
United States of America	SYSTEM AND METHOD TO ASSURE NETWORK SERVICE LEVELS WITH INTELLIGENT ROUTING	Issued	09833219 Apr 10, 2001	7269157 Sep 11, 2007	Internap Network Services Corporation	Eric KLINKER, Jeremy T. JOHNSON, ALLWYN SEQUIERA
United States of America	SYSTEM AND METHOD TO PROVIDE ROUTING CONTROL OF INFORMATION OVER DATA NETWORKS	Issued	10013809 Dec 7, 2001	7222190 May 22, 2007	Internap Network Services Corporation	Eric KLINKER, Jeremy T. JOHNSON
United States of America	SYSTEM AND METHOD TO PROVIDE ROUTING CONTROL OF INFORMATION OVER NETWORKS	Issued	10040902 Dec 28, 2001	7133365 Nov 7, 2006	Internap Network Services Corporation	Eric KLINKER, Jeremy T. JOHNSON
United States of America	SYSTEM AND METHOD TO PROVIDE ROUTING CONTROL OF INFORMATION OVER NETWORKS	Issued	11589313 Oct 27, 2006	7606160 Oct 20, 2009	Internap Network Services Corporation	Eric KLINKER, Jeremy T. JOHNSON

Active Patent Portfolio

Country	Title	Status	Serial No Filing Date	Patent No. Issue Date	Owner	Inventors
United States of America	TOPOLOGY AWARE ROUTE CONTROL	Issued	10735589 Dec 12, 2003	7584298 Sep 1, 2009	Intermap Network Services Corporation	Eric KLINKER, Jeremy T. JOHNSON, Brian Douglas GRADY, Edward CRABBE
United States of America	DISTRIBUTED LINK PROCESSING SYSTEM FOR DELIVERING APPLICATION AND MULTIMEDIA CONTENT ON THE INTERNET	Issued	9826147 Apr 5, 2001	7739327 Jun 15, 2010	PlayStream, Inc. (in process of being assigned to INAP)	James A. MUTTON, Jeremiah B. LINDSAY

PATENT

REEL: 025337 FRAME: 0449

RECORDED: 11/09/2010