

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2637471

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------------------------------|----------------|
| INTERNAP NETWORK SERVICES CORPORATION | 11/26/2013 |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | JEFFERIES FINANCE LLC (AS COLLATERAL AGENT) |
| Street Address: | 520 MADISON AVENUE |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |

PROPERTY NUMBERS Total: 20

| Property Type | Number |
|----------------|---------|
| Patent Number: | 7739327 |
| Patent Number: | 7584298 |
| Patent Number: | 7555542 |
| Patent Number: | 7490144 |
| Patent Number: | 7447798 |
| Patent Number: | 7269157 |
| Patent Number: | 6981055 |
| Patent Number: | 6167052 |
| Patent Number: | 7898970 |
| Patent Number: | 7222190 |
| Patent Number: | 7447153 |
| Patent Number: | 7133365 |
| Patent Number: | 7606160 |
| Patent Number: | 7668966 |
| Patent Number: | 6009081 |

CH \$800.00 7739327

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| Patent Number: | 6912222 |
| Patent Number: | 7561517 |
| Application Number: | 11703962 |
| Application Number: | 11814351 |
| Application Number: | 14081601 |

CORRESPONDENCE DATA

Fax Number: (212)755-7306
 Phone: 212-326-3939
 Email: NYTEF@JONESDAY.COM
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
 Correspondent Name: SCOTT D. LYNE
 Address Line 1: JONES DAY
 Address Line 2: 222 EAST 41ST STREET
 Address Line 4: NEW YORK, NEW YORK 10017

| | |
|--------------------|--|
| NAME OF SUBMITTER: | SCOTT D. LYNE |
| Signature: | /SCOTT D. LYNE/ |
| Date: | 12/04/2013 |
| | This document serves as an Oath/Declaration (37 CFR 1.63). |

Total Attachments: 7

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Patent Security Agreement

This Patent Security Agreement (this "Patent Security Agreement"), dated as of November 26, 2013, by Internap Network Services Corporation, a Delaware corporation (the "Borrower") and each person listed on Schedule 1 hereto (collectively, the "Guarantors," together with Borrower, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of November 26, 2013 (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement dated as of the date hereof (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 Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable 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 Patent Collateral. As collateral security for the prompt and complete payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges, hypothecates and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under the following Collateral of such Pledgor (collectively, the "Patent Collateral"):

- (a) Patents of such Pledgor listed on Schedule 2 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien and 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. In the event that any provision of this Patent Security Agreement is deemed to be inconsistent with or in 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 full payment and performance of the Secured Obligations, upon written request of Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the applicable Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner of Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

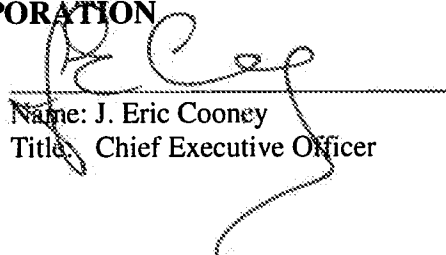
SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

[SIGNATURE PAGE FOLLOWS]

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

**INTERNAP NETWORK SERVICES
CORPORATION**

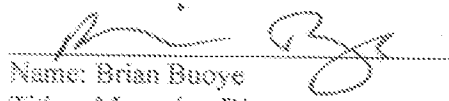
By:



Name: J. Eric Cooney
Title: Chief Executive Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: Brian Buoye
Title: Managing Director

**SCHEDULE 1
TO
PATENT SECURITY AGREEMENT
PLEDGORS**

| NAME | ADDRESS |
|---------------------------------------|---|
| Internap Network Services Corporation | One Ravinia Drive, Suite 1300, DeKalb County, Georgia, United States |

**SCHEDULE 2
TO
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS**

UNITED STATES PATENTS:

Issued Patents:

| <u>OWNER</u> | <u>PATENT NUMBER</u> | <u>DESCRIPTION</u> |
|--|----------------------|---|
| Internap Network Services Corporation | 7739327 | DISTRIBUTED LINK PROCESSING SYSTEM FOR DELIVERING APPLICATION AND MULTI-MEDIA CONTENT ON THE INTERNET |
| Internap Network Services Corporation | 7584298 | TOPOLOGY AWARE ROUTE CONTROL |
| Internap Network Services Corporation | 7555542 | METHOD AND SYSTEM FOR DIRECTING REQUESTS FOR CONTENT TO A CONTENT SERVER BASED ON NETWORK PERFORMANCE |
| Internap Network Services Corporation | 7490144 | DISTRIBUTED NETWORK MANAGEMENT SYSTEM AND METHOD |
| Internap Network Services Corporation | 7447798 | METHODS AND SYSTEMS FOR PROVIDING DYNAMIC DOMAIN NAME SYSTEM FOR INBOUND ROUTE CONTROL |
| Internap Network Services Corporation | 7269157 | SYSTEM AND METHOD TO ASSURE NETWORK SERVICE LEVELS WITH INTELLIGENT ROUTING |
| Internap Network Services Corporation | 6981055 | METHOD AND SYSTEM FOR OPTIMIZING ROUTING THROUGH MULTIPLE AVAILABLE INTERNET ROUTE PROVIDERS |
| Internap Network Services Corporation | 6167052 | ESTABLISHING CONNECTIVITY IN NETWORKS |
| Internap Network Services Corporation* | 7898970 | METHOD FOR END TO END ROUTE CONTROL |
| Internap Network Services Corporation | 7222190 | SYSTEM AND METHOD TO PROVIDE ROUTING CONTROL OF INFORMATION OVER DATA NETWORKS |
| Internap Network Services Corporation | 7447153 | SYSTEM AND METHOD FOR END TO END ROUTE CONTROL |
| Internap Network Services Corporation | 7133365 | SYSTEM AND METHOD TO PROVIDE ROUTING CONTROL OF INFORMATION OVER NETWORKS |
| Internap Network Services Corporation | 7606160 | SYSTEM AND METHOD TO PROVIDE ROUTING CONTROL OF INFORMATION OVER NETWORKS |
| Internap Network Services Corporation | 7668966 | DATA NETWORK CONTROLELR |
| Internap Network Services Corporation | 6009081 | PRIVATE NETWORK ACCESS POINT ROUTER FOR INTERCONNECTING AMONG INTERNET ROUTE PROVIDERS |
| Internap Network Services Corporation | 6912222 | PRIVATE NETWORK ACCESS POINT ROUTER FOR INTERCONNECTING AMONG INTERNET ROUTE PROVIDERS |

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| Internap Network Services Corporation | 7561517 | PASSIVE ROUTE CONTROL OF DATA NETWORKS |
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* As of the Closing Date the record owner of this Patent is James Eric Klinker. Borrower is in the process of updating the chain of title to reflect Internap Network Services Corporation as the record owner.

Applications:

| <u>OWNER</u> | <u>APPLICATION NUMBER/SERIAL NUMBER</u> | <u>DESCRIPTION</u> |
|---------------------------------------|---|--|
| Internap Network Services Corporation | 11/703962 | ADVERTISER PORTAL INTERFACE |
| Internap Network Services Corporation | 11/814351 | SYSTEM AND METHOD FOR APPLICATION ACCELERATION ON A DISTRIBUTED COMPUTER NETWORK |
| Internap Network Services Corporation | 14/081601 | ROUTING SYSTEM FOR INTERNET TRAFFIC |

Licenses: None

OTHER PATENTS:

| <u>OWNER</u> | <u>PATENT NUMBER</u> | <u>COUNTRY/STATE</u> | <u>DESCRIPTION</u> |
|---------------------------------------|----------------------|----------------------|--|
| Internap Network Services Corporation | 3593528 | Japan | DISTRIBUTED NETWORK MANAGEMENT SYSTEM AND METHOD |
| Internap Network Services Corporation | 4122232 | Japan | SYSTEM AND METHOD TO ASSURE NETWORK SERVICE LEVELS WITH INTELLIGENT ROUTING |
| Internap Network Services Corporation | 3742058 | Japan | METHOD AND SYSTEM FOR OPTIMIZING ROUTING THROUGH MULTIPLE AVAILABLE INTERNET ROUTE PROVIDERS |
| Internap Network Services Corporation | HK1039230 | Hong Kong | PRIVATE NETWORK ACCESS POINT ROUTER FOR INTERCONNECTING AMONG INTERNET ROUTE PROVIDERS |
| Internap Network Services Corporation | ZL98809804.0 | China P.R. | PRIVATE NETWORK ACCESS POINT ROUTER FOR INTERCONNECTING AMONG INTERNET ROUTE PROVIDERS |

Applications: None

Licenses: None