

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4763014

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
INTERNAP CORPORATION		04/06/2017
RECEIVING PARTY DATA		
Name:	JEFFERIES FINANCE LLC	
Street Address:	520 MADISON AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
PROPERTY NUMBERS Total: 19		
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:	7561517	
Patent Number:	7447153	
Patent Number:	7133365	
Patent Number:	7606160	
Patent Number:	7668966	
Patent Number:	6009081	
Patent Number:	6912222	
Patent Number:	9525638	
PCT Number:	US2014058332	

CORRESPONDENCE DATA**Fax Number:** (216)579-0212

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 216.586.7021**Email:** dpuljic@jonesday.com**Correspondent Name:** DANIEL PULJIC / JONES DAY**Address Line 1:** 901 LAKESIDE AVENUE**Address Line 2:** NORTH POINT**Address Line 4:** CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	175274-635110
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NAME OF SUBMITTER:	DANIEL PULJIC
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SIGNATURE:	/Daniel Puljic/
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DATE SIGNED:	01/05/2018
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Total Attachments: 10

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement"), dated as of April 6, 2017, by Internap 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 April 6, 2017 (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, restated, 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. Delivery of an executed counterpart of this Patent Security Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Patent Security 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 PATENT 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 PATENT 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 CORPORATION, as Pledgor

By


R. Dennerlein

Name: R Dennerlein

Title: CEO

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: **John Koehler**
Title: **Senior Vice President**

**SCHEDULE 1
TO
PATENT SECURITY AGREEMENT
PLEDGORS**

NAME	ADDRESS
Internap Corporation	One Ravinia Drive, Suite 1300, DeKalb County, Georgia, United States

SCHEDULE 2
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

UNITED STATES PATENTS:

Active Patents and Patent Applications

	Assignee	Country	Status	Serial No.	Filing Date	Patent No.	Issue Date	Expiration Date	Title
1.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	09/826147	4/5/2001	7739327	6/15/2010	10/30/2025	DISTRIBUTED LINK PROCESSING SYSTEM FOR DELIVERING APPLICATION AND MULTI-MEDIA CONTENT ON THE INTERNET
2.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	10/735589	12/12/2003	7584298	9/1/2009	2/13/2026	TOPOLOGY AWARE ROUTE CONTROL
3.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	09/575839	5/22/2000	7555542	6/30/2009	5/22/2020	METHOD AND SYSTEM FOR DIRECTING REQUESTS FOR CONTENT TO A CONTENT SERVER BASED ON NETWORK PERFORMANCE

	Assignee	Country	Status	Serial No.	Filing Date	Patent No.	Issue Date	Expiration Date	Title
4.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	10/790156	3/1/2004	7490144	2/10/2009	8/29/2020	DISTRIBUTED NETWORK MANAGEMENT SYSTEM AND METHOD
5.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	10/774445	2/10/2004	7447798	11/4/2008	4/9/2026	METHODS AND SYSTEMS FOR PROVIDING DYNAMIC DOMAIN NAME SYSTEM FOR INBOUND ROUTE CONTROL
6.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	09/833219	4/10/2001	7269157	9/11/2007	8/14/2031	SYSTEM AND METHOD TO ASSURE NETWORK SERVICE LEVELS WITH INTELLIGENT ROUTING
7.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	09/644221	8/22/2000	6981055	12/27/2005	2/9/2021	METHOD AND SYSTEM FOR OPTIMIZING ROUTING THROUGH MULTIPLE AVAILABLE INTERNET ROUTE PROVIDERS
8.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	09/067761	4/27/1998	6167052	12/26/2000	4/27/2018	ESTABLISHING CONNECTIVITY IN NETWORKS
9.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	12/252183	10/15/2008	7898970	3/1/2011	4/19/2025	METHOD FOR END TO END ROUTE CONTROL

	Assignee	Country	Status	Serial No.	Filing Date	Patent No.	Issue Date	Expiration Date	Title
10.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	10/013809	12/7/2001	7222190	5/22/2007	7/8/2023	SYSTEM AND METHOD TO PROVIDE ROUTING CONTROL OF INFORMATION OVER DATA NETWORKS
11.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	10/283798	10/29/2002	7561517	7/14/2009	10/29/2022	PASSIVE ROUTE CONTROL OF DATA NETWORKS
12.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	11/063057	2/22/2005	7447153	11/4/2008	1/10/2027	SYSTEM AND METHOD FOR END TO END ROUTE CONTROL
13.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	10/040902	12/28/2001	7133365	11/7/2006	7/29/2024	SYSTEM AND METHOD TO PROVIDE ROUTING CONTROL OF INFORMATION OVER NETWORKS
14.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	11/589313	10/27/2006	7606160	10/20/2009	3/29/2023	SYSTEM AND METHOD TO PROVIDE ROUTING CONTROL OF INFORMATION OVER NETWORKS
15.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	10/286576	11/1/2002	7668966	2/23/2010	3/25/2026	DATA NETWORK CONTROLELR
16.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	08/922954	9/3/1997	6009081	12/28/1999	9/3/2017	PRIVATE NETWORK ACCESS POINT ROUTER FOR INTERCONNECTING AMONG INTERNET ROUTE PROVIDERS

	Assignee	Country	Status	Serial No.	Filing Date	Patent No.	Issue Date	Expiration Date	Title
17.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	09/512127	2/24/2000	69122222	6/28/2005	8/16/2019	PRIVATE NETWORK ACCESS POINT ROUTER FOR INTERCONNECTING AMONG INTERNET ROUTE PROVIDERS
18.	INTERNAP NETWORK SERVICES CORPORATION	United States	Granted	14/081601	11/15/2013	9525638	12/20/2016	03/16/2024	ROUTING SYSTEM FOR INTERNET TRAFFIC
19.	INTERNAP NETWORK SERVICES CORPORATION	United States	Published	PCT/US2014/058332	9/30/2014	N/A	N/A	N/A	ROUTING SYSTEM FOR INTERNET TRAFFIC

OTHER PATENTS:
Active Patents and Patent Applications

	Assignee	Country	Status	Serial No.	Filing Date	Patent No.	Issue Date	Expiration Date	Title
1.	INTERNAP NETWORK SERVICES CORPORATION	Japan	Granted	2002-582558	4/10/2002	4122232	5/9/2008	4/10/2022	SYSTEM AND METHOD TO ASSURE NETWORK SERVICE LEVELS WITH INTELLIGENT ROUTING
2.	INTERNAP NETWORK SERVICES CORPORATION	Japan	Granted	2002-521734	2/9/2001	3742058	11/18/2005	5/3/2023	METHOD AND SYSTEM FOR OPTIMIZING ROUTING THROUGH MULTIPLE AVAILABLE INTERNET ROUTE PROVIDERS

	Assignee	Country	Status	Serial No.	Filing Date	Patent No.	Issue Date	Expiration Date	Title
3.	INTERNAP NETWORK SERVICES CORPORATION	Japan	Granted	2002-508211	8/29/2000	3593528	9/3/2004	6/4/2022	DISTRIBUTED NETWORK MANAGEMENT SYSTEM AND METHOD
4.	INTERNAP NETWORK SERVICES CORPORATION	Hong Kong	Granted	2100745.6	9/2/1998	HK1039230	3/4/2005	9/2/2018	PRIVATE NETWORK ACCESS POINT ROUTER FOR INTERCONNECTING AMONG INTERNET ROUTE PROVIDERS
5.	INTERNAP NETWORK SERVICES CORPORATION	China P.R.	Granted	98809804	9/2/1998	ZL98809804.0	8/4/2004	9/1/2018	PRIVATE NETWORK ACCESS POINT ROUTER FOR INTERCONNECTING AMONG INTERNET ROUTE PROVIDERS