

11-29-2001



101903255

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Exodus Communications, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: November 14, 2001

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, Internal as Agent Address:

Street Address: 800 Connecticut Ave, 2 North City: Norwalk State: CT Zip: 06854

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached.

B. Trademark Registration No.(s)

See attached.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marianne F. Taras

Internal Address: Paul, Hastings, Janofsky & Walker, LLP

Street Address: 1055 Washington Blvd.

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 39

7. Total fee (37 CFR 3.41): \$ 990.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marianne F. Taras Name of Person Signing

Signature

11/21/01 Date

Total number of pages including cover sheet, attachments, and document: 36

11/28/2001 LNUELLER 00000034 76259943

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 02 FC:482

40.00 OP 950.00 OP

TRADEMARK REEL: 002400 FRAME: 0225

Additional Conveying Parties

Corporation - State

- | | | |
|----|-----------------------|------------------------|
| 2. | Keylabs, Inc. | Corporation – Utah |
| 3. | GlobalCenter Inc. | Corporation – Delaware |
| 4. | Service Metrics, Inc. | Corporation – Delaware |

EXODUS COMMUNICATIONS, INC.

<u>Marks</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
BUG.NET	76/259,943	5/21/01		
BUGNET	76/259,939	5/21/01		
EXODUS			2,289,845	11/2/99
EXODUS (and design)			2,486,578	9/11/01
EXODUS COMMUNICATIONS			2,371,376	7/25/00
MULTIPATH			2,391,980	10/3/00
THE INTERNET DATACENTER COMPANY			2,174,104	7/14/98
AMERICAN INFORMATION SYSTEMS			2,122,555	12/16/97
FORUM			2,265,951	8/3/99
COHESIVE			2,306,072	1/4/00
(design mark)			1,986,147	7/9/96
COHESIVE			2,418,636	1/9/01
AIS (and design)			2,085,542	8/5/97
AMERICAN INFORMATION SYSTEMS			2,122,554	12/16/97
COHESIVE			2,387,013	9/19/00
NETMALL			1,927,674	10/17/95

INFRASTRUCTURE FOR THE DIGITAL ECONOMY	76/058,027	5/25/00		
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STM/213604.1

TRADEMARK**REEL: 002400 FRAME: 0227**

KEYLABS, INC.

<u>Marks</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
BOOTWORKS			2,138,748	2/24/98
BUGNET			1,978,062	6/4/96
IMAGEBLASTER			2,413,350	12/19/00
TESTING YOUR PRODUCTS, NOT YOUR PATIENCE			2,475,279	8/7/01
KEYLABS	75-884,097	12/30/99		
LABEXPERT			2,142,461	3/10/98

TRADEMARK
REEL: 002400 FRAME: 0228

STM/213694.1

GLOBALCENETR INC.

<u>Marks</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
EVENT EXPRESS			2,297,454	12/7/99
EXPRESS LANE			2,422,501	1/23/01
SITE EXPRESS SOLO			2,303,451	12/28/99
SITE EXPRESS			2,303,452	12/28/99
SOFTWARE EXPRESS			2,359,097	6/20/00
(design mark)			2,151,338	4/14/98
(design mark)	75-127,928	7/1/96		
GLOBALCENTER			2,030,727	1/14/97
GLOBALCENTER			2,030,726	1/14/97

SERVICE METRICS, INC.

<u>Marks</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
SERVICE METRICS			2,392,401	10/3/00
SM-SCENARIO			2,404,126	11/14/00
SM-WEBPOINT			2,405,845	11/21/00
THE BEST MEASURE OF PERFORMANCE			2,374,065	8/ 1/00
THE BEST MEASURE OF PERFORMANCE			2,390,616	9/26/00
(design mark)			2,326,798	3/7/00

WE DON'T JUST HELP
YOU COMPETE WE
GIVE YOU
AN UNFAIR ADVANTAGE

75/860,602 11/29/99



INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time hereto, this "Agreement"), dated as of November 14, 2001, is made by each of the grantors identified as such on the signature pages hereof (collectively referred to herein as "Grantors" and individually as a "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, individually as a Lender and as agent (in such capacity, "Agent") for itself and the Lenders from time to time signatory to the Credit Agreement, as hereinafter defined ("Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement dated as of the date hereof by and among Grantors, as Borrowers, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Borrowers;

WHEREAS, Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent this 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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

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

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include, and no Grantor shall be deemed to have granted a security interest in, any of such Grantor's right, title or interest (a) in any Intellectual Property if the grant of such security interest shall constitute or result in the abandonment, invalidation or rendering unenforceable any right, title or interest of any Grantor therein or (b) in any license, lease (covering real or personal property), contract or agreement to which such Grantor is a party or any of its rights or interests thereunder, including, without limitation, with respect to any Pledged Partnership Interests or any Pledged LLC Interests, to the extent, but only to the extent, that such a grant, under the terms of such license, lease (covering real or personal property), contract or agreement (including, without limitation, any partnership agreements or any limited liability company agreements), or otherwise, results in a breach or termination of the terms of, or constitutes a default under or termination of any such license, lease (covering real or personal property), contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity.

Pursuant to the Security Agreement and Specific Rights to Payment with Wells Fargo Bank dated April 26, 2001, and notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include, and no Grantor

shall be deemed to have granted a security interest in: (i) all funds, including both principal and interest evidenced by the Wells Fargo Bank Money Market Rate Account #6231965435 which is a collateral account securing the obligations of a Letter of Credit set forth in Schedule 6.3 to the Credit Agreement, up to the amount of \$6,046,577.31, and all renewals thereof, including all securities, guaranties, warranties, indemnity agreements, insurance policies and other agreements pertaining to the account and (ii) the "Proceeds" of the foregoing, as such term is defined in that agreement.

Pursuant to the Pledge Agreement with Silicon Valley Bank dated October 31, 2000, and notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include, and no Grantor shall be deemed to have granted a security interest in deposit accounts, cash, securities, securities accounts, investment property, financial assets, certificates of deposit and instruments of Exodus Communications, Inc. now or hereafter in the possession of the Silicon Valley Bank, and all proceeds of the foregoing, in an amount equal to the aggregate face amount of all outstanding Silicon Valley Bank Letters of Credit referenced in Schedule 6.3 to the Credit Agreement (as of September 30, 2001, such amount was \$9,765,991).

3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on such Grantor's Patents, Trademarks and Copyrights, and upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of such Grantor's United States Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, such Grantor. Upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or advisable, under applicable law, to protect and perfect Agent's Lien on such Grantor's United States Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor hereby reconfirms the covenants regarding the Intellectual Property Collateral set forth in Section 5(c) of the Security Agreement between the Grantors and the Agent dated as of the date hereof.

5. SECURITY AGREEMENTS. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Intellectual Property 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.

6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

EXODUS COMMUNICATIONS, INC.

By: William M. Austin
Name: William M. Austin
Title: CFO

ARCA SYSTEMS, INC.

By: William M. Austin
Name: William M. Austin
Title: CFO

AMERICAN INFORMATION SYSTEMS, INC.

By: William M. Austin
Name: William M. Austin
Title: CFO

COHESIVE TECHNOLOGY SOLUTIONS, INC.

By: William M. Austin
Name: William M. Austin
Title: CFO

GLOBALCENTER INC.

By: William M. Austin
Name: William M. Austin
Title: CFO

[SIGNATURE PAGES CONTINUED]

GLOBALCENTER HOLDING CO.

By: William M. Austin
Name: William M. Austin
Title: CFO

KEYLABS, INC.

By: William M. Austin
Name: William M. Austin
Title: CFO

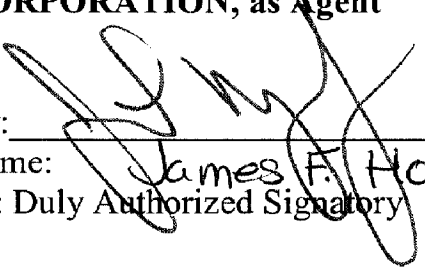
SERVICE METRICS, INC.

By: William M. Austin
Name: William M. Austin
Title: CFO

[SIGNATURE PAGES CONTINUED]

ACCEPTED and ACKNOWLEDGED by:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: 
Name: James F. Hogan
Its: Duly Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

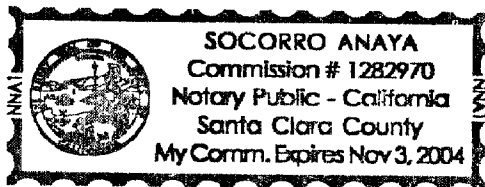
} ss.

On Nov. 9, 2001, before me, Socorro Anaya, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared William M. Austin,
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Socorro Anaya
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: IP Security Agreement with Acknowledgments

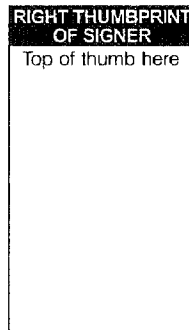
Document Date: 11/14/01 Number of Pages: 2 Sig. pages

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): CFO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Exodus Communications, Inc.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

} ss.

On Nov. 9, 2001, before me, Socorro Anaya, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

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Name(s) of Signer(s)

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Place Notary Seal Above

WITNESS my hand and official seal.

Socorro Anaya
Signature of Notary Public

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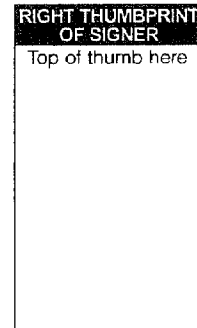
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): CFO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Arca Systems, Inc.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

} ss.

On Nov. 9, 2001, before me, Socorro Anaya, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared William M. Austin

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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Place Notary Seal Above

WITNESS my hand and official seal.

Socorro Anaya
Signature of Notary Public

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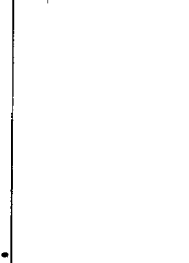
Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): CFO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here



Signer Is Representing: American Information Systems, Inc.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

} ss.

On Nov. 9, 2001, before me, Socorro Anaya, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared William M. Austin,
Name(s) of Signer(s)

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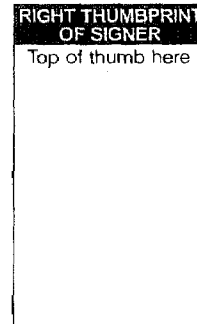
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Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): CFO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Cohesive Technology Solutions, Inc.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

} ss.

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Name(s) of Signer(s)

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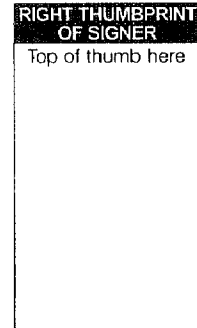
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Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): CFO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: GlobalCenter Inc.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

} ss.

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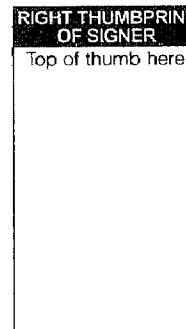
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Signer's Name: _____

- Individual
- Corporate Officer — Title(s): CFO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: GlobalCenter Holding Co.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

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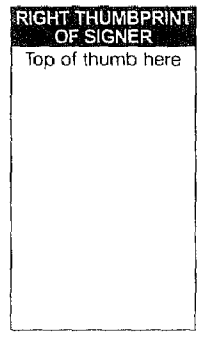
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Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
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 - Partner — Limited General
 - Attorney in Fact
 - Trustee
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 - Other: _____

Signer Is Representing: Keylabs, Inc.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

} ss.

On Nov. 9, 2001, before me, Socorro Anaya, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared William M. Austin,
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Socorro Anaya
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: IP Security Agreement with Acknowledgments

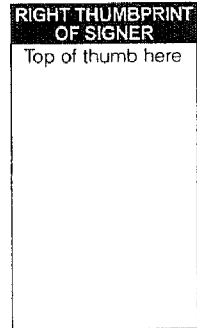
Document Date: 11/14/01 Number of Pages: 2 Sig. pages

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): CFO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Service Metrics, Inc.

SCHEDULE I
PATENT REGISTRATIONS, PATENT APPLICATIONS, PATENT LICENSES

a) All Patents (including all U.S. and foreign registrations, recordings, applications, reissues, continuations, continuations-in-part or extensions thereof) which any Grantor owns or in which any Grantor holds any interest are set forth below:

i) Provisional U.S. Patent Applications of Exodus Communications, Inc.

Title	Application No.	Date Filed	Status
SYSTEM AND METHOD FOR REMOTE MANAGEMENT OF NETWORK HOSTING SERVICES ("OPERATION GATEWAY")	60/268,842	2/14/01	Filed
INTEGRITY MONITORING SYSTEM AND DATA VISUALIZATION TOOL FOR VIEWING DATA GENERATED THEREBY	60/275,944	3/14/01	Filed
INTEGRITY MONITORING SYSTEM AND DATA VISUALIZATION TOOL FOR VIEWING DATA GENERATED THEREBY	60/282,666	4/9/01	Filed
REAL-TIME STREAMING MEDIA MEASUREMENT SYSTEM AND METHOD	60/299,375	6/19/01	Filed

ii) U.S. Non-Provisional or C.I.P. Applications of Exodus Communications, Inc.

Title	Application No.	Date Filed	Status
SYSTEM AND METHOD FOR PROVIDING COMPOSITE VARIANCE ANALYSIS FOR NETWORK OPERATION ("SNAPSHOT")	09/906,288	7/16/2001	Filed

SCHEDULE II
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS, TRADEMARK LICENSES

A) All Trademarks (including all trademarks, trade names, corporate names, business names, trade styles, service marks, and logos and all applications, registrations and recordings thereof), which any Grantor owns or in which any Grantor holds any interest are set forth on Attachment I.

**SCHEDULE III
COPYRIGHT REGISTRATIONS, COPYRIGHT APPLICATIONS, COPYRIGHT LICENSES**

All Copyright Registrations, Copyright Applications and Copyright Licenses which any Grantor owns or in which any Grantor which holds any interest are set forth on Attachment I.

ATTACHMENT I

<u>Marks</u>	<u>Country</u>	<u>Owner</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Status</u>
A) Trademarks								
BOOTWORKS	United States	KeyLabs	9	75/238,808	2/10/97	2,138,748	2/24/98	Registered
BUGNET	United States	KeyLabs	42	74/657,050	4/ 6/95	1,978,062	6/ 4/96	Registered
BUG.NET	United States	Exodus Communications	35	76/259,943	5/21/01			Pending
BUGNET	United States	Exodus Communications	42	76/259,939	5/21/01			Pending
EXODUS	Australia	Exodus Communications	42	825,245	2/25/00			Pending
EXODUS	Brazil	Exodus Communications	42	822,746,972	5/23/00			Pending
EXODUS	Canada	Exodus Communications	42	1,061,047	5/30/00			Pending
EXODUS	China (People's Republic Of)	Exodus Communications	42	2000/079,324	6/ 6/00			Pending
EXODUS	Czech Republic	Exodus Communications	42	0-155,809-2000	5/26/00			Pending
EXODUS	European Union	Exodus Communications	38, 42	988,055	11/10/98	988,055	5/10/00	Registered
EXODUS	India	Exodus Communications	9	929,525	6/ 2/00			Pending
EXODUS	Indonesia	Exodus Communications	42	JW 12059	6/ 7/00			Pending

TRADEMARK
REEL: 002400 FRAME: 0249

ATTACHMENT I

<u>Marks</u>	<u>Country</u>	<u>Owner</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Status</u>
EXODUS	Japan	Exodus Communications	38, 42	HEI 11-61,367	7/ 8/99			Pending
EXODUS	Malaysia	Exodus Communications	42	2000/8,203	6/23/00			Pending
EXODUS	Mexico	Exodus Communications	42	427,605	8/ 9/00	678,426	5/26/00	Registered
EXODUS	New Zealand	Exodus Communications	42	614,971	5/19/00	614,971	5/19/00	Registered
EXODUS	Singapore	Exodus Communications	35	7,259/00	5/ 3/00			Pending
EXODUS	Singapore	Exodus Communications	42	3,379/00	3/ 3/00			Pending
EXODUS	South Korea	Exodus Communications	42	2000-15,620	5/31/00			Published
EXODUS	Thailand	Exodus Communications	42	422,258	6/ 7/00			Registered
EXODUS	United States	Exodus Communications	42	75/391,548	11/17/97	2,289,845	11/ 2/99	Registered
EXODUS & EXODUS COMMUNICATIONS (In Series)	Hong Kong	Exodus Communications	38, 42	11,066/2000	5/19/00			Pending
EXODUS (and Design - Horizontal & Stacked in Series)	Hong Kong	Exodus Communications	38, 42	11,067/2000	5/19/00			Pending
EXODUS (and Design - Horizontal & Stacked in Series)	Malaysia	Exodus Communications	42	2000/8,204	6/23/00			Pending

TRADEMARK

ATTACHMENT I

<u>Marks</u>	<u>Country</u>	<u>Owner</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Status</u>
EXODUS (and Design Horizontal)	Australia	Exodus Communications	42	838,996	6/15/00			Pending
EXODUS (and Design Horizontal)	Brazil	Exodus Communications	42	822,746,999	5/23/00			Pending
EXODUS (and Design Horizontal)	Canada	Exodus Communications	42	1,061,049	5/30/00			Pending
EXODUS (and Design Horizontal)	China (People's Republic Of)	Exodus Communications	42	2000/079,326	6/ 6/00			Pending
EXODUS (and Design Horizontal)	Czech Republic	Exodus Communications	42	0-155,812-2000	5/26/00			Pending
EXODUS (and Design Horizontal)	European Union	Exodus Communications	38, 42	1,733,922	6/16/00			Published
EXODUS (and Design Horizontal)	India	Exodus Communications	9	929,528	6/ 2/00			Pending
EXODUS (and Design Horizontal)	Indonesia	Exodus Communications	42	JW 12061	6/ 7/00			Pending
EXODUS (and Design Horizontal)	Japan	Exodus Communications	42	2000-66,694	6/15/00			Pending
EXODUS (and Design Horizontal)	Mexico	Exodus Communications	42	427,607	5/26/00	690,346	3/23/01	Registered
EXODUS (and Design Horizontal)	New Zealand	Exodus Communications	42	614,974	5/19/00			Published
EXODUS (and Design Horizontal)	Singapore	Exodus Communications	42	10,627/00	6/20/00			Pending
EXODUS (and Design Horizontal)	South Korea	Exodus Communications	42	2000-15,619	5/31/00			Published

TRADE MARK

ATTACHMENT I

<u>Marks</u>	<u>Country</u>	<u>Owner</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Status</u>
EXODUS (and Design Horizontal)	Thailand	Exodus Communications	42	422,260	6/7/00			Registered
EXODUS (and Design Stacked)	Brazil	Exodus Communications	42	822,747,006	5/23/00			Pending
EXODUS (and Design Stacked)	Canada	Exodus Communications	42	1,061,200	5/30/00			Pending
EXODUS (and Design Stacked)	China (People's Republic Of)	Exodus Communications	42	2000/079,327	6/6/00			Pending
EXODUS (and Design Stacked)	Czech Republic	Exodus Communications	42	0-155,811-2000	5/26/00			Pending
EXODUS (and Design Stacked)	India	Exodus Communications	9	929,527	6/2/00			Pending
EXODUS (and Design Stacked)	Indonesia	Exodus Communications	42	JW 12062	6/7/00			Pending
EXODUS (and Design Stacked)	Japan	Exodus Communications	38, 42	H11-61,369	7/8/99			Pending
EXODUS (and Design Stacked)	Mexico	Exodus Communications	42	427,608	5/26/00	690,347	3/23/01	Registered
EXODUS (and Design Stacked)	New Zealand	Exodus Communications	42	614,973	5/19/00			Published
EXODUS (and Design Stacked)	Singapore	Exodus Communications	42	3,380/00	3/3/00			Pending
EXODUS (and Design Stacked)	South Korea	Exodus Communications	42	2000-15,618	5/31/00			Pending
EXODUS (and Design Stacked)	Thailand	Exodus Communications	42	422,261	6/7/00			Registered

TRADEMARK

STM/213222.2

ATTACHMENT I

<u>Marks</u>	<u>Country</u>	<u>Owner</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Status</u>
EXODUS (and design)	Australia	Exodus Communications	42	825,247	2/25/00			Pending
EXODUS (and design)	European Union	Exodus Communications	42	1,013,887	12/ 8/98	1,013,887	3/17/00	Registered
EXODUS (and design)	Singapore	Exodus Communications	35	7,255/00	5/ 3/00			Pending
EXODUS (and design)	United States	Exodus Communications	38, 42	75/611,555	12/21/98	2,486,578	9/11/01	Published
EXODUS COMMUNICATIONS	Australia	Exodus Communications	42	825,248	2/25/00			Pending
EXODUS COMMUNICATIONS	Brazil	Exodus Communications	42	822,746,980	5/23/00			Pending
EXODUS COMMUNICATIONS	Canada	Exodus Communications	42	1,061,048	5/30/00			Pending
EXODUS COMMUNICATIONS	China (People's Republic Of)	Exodus Communications	42	2000/079,325	6/ 6/00			Pending
EXODUS COMMUNICATIONS	Czech Republic	Exodus Communications	42	0-155,810-2000	5/26/00			Pending
EXODUS COMMUNICATIONS	European Union	Exodus Communications	38, 42	1,223,866	6/24/99	1,223,866	6/29/00	Registered
EXODUS COMMUNICATIONS	India	Exodus Communications	9	929,526	6/ 2/00			Pending
EXODUS COMMUNICATIONS	Indonesia	Exodus Communications	42	JW 12060	6/ 7/00			Pending
EXODUS COMMUNICATIONS	Japan	Exodus Communications	38, 42	H11-61,368	7/ 8/99			Pending

TRADEMARK

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<u>Marks</u>	<u>Country</u>	<u>Owner</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Status</u>
EXODUS COMMUNICATIONS	Malaysia	Exodus Communications	42	2000/7,853	6/16/00			Pending
EXODUS COMMUNICATIONS	Mexico	Exodus Communications	42	427,606	8/9/00	678,427	5/26/00	Registered
EXODUS COMMUNICATIONS	New Zealand	Exodus Communications	42	614,972	5/19/00	614,972	5/19/00	Registered
EXODUS COMMUNICATIONS	Singapore	Exodus Communications	35	7,257/00	5/3/00			Pending
EXODUS COMMUNICATIONS	Singapore	Exodus Communications	42	3,381/00	3/3/00			Pending
EXODUS COMMUNICATIONS	South Korea	Exodus Communications	42	2000-15,621	5/31/00			Pending
EXODUS COMMUNICATIONS	Thailand	Exodus Communications	42	422,259	6/7/00			Registered
EXODUS COMMUNICATIONS	United States	Exodus Communications	38	74/643,549	3/8/95	2,371,376	7/25/00	Registered
GLOBALCENTER	United States	GlobalCenter	38	74/575,930	9/20/94	2,030,727	1/14/97	Registered
GLOBALCENTER	United States	GlobalCenter	9	74/575,819	9/20/94	2,030,726	1/14/97	Registered
IMAGEBLASTER	United States	KeyLabs	9	75/238,815	2/10/97	2,413,350	12/19/00	Registered
INFRASTRUCTURE FOR THE DIGITAL ECONOMY	European Union	Exodus Communications	42	1,983,121	11/22/00			Pending
INFRASTRUCTURE FOR THE DIGITAL ECONOMY	United States	Exodus Communications	42	76/058,027	5/25/00			Pending
LABEXPERT	United States	KeyLabs	42	75/238,625	2/10/97	2,142,461	3/10/98	Registered

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<u>Marks</u>	<u>Country</u>	<u>Owner</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Status</u>
MULTIPATH	United States	Exodus Communications	42	75/464,963	4/ 8/98	2,391,980	10/ 3/00	Registered
SERVICE METRICS	United States	Service Metrics	42	75/513,366	7/ 6/98	2,392,401	10/ 3/00	Registered
SM-SCENARIO	Australia	Service Metrics	42	834,106	5/ 5/00	834,106	10/20/00	Registered
SM-SCENARIO	Brazil	Service Metrics	42	822,764,687	5/29/00			Pending
SM-SCENARIO	European Union	Service Metrics	42	1,645,530	5/ 9/00			Pending
SM-SCENARIO	Japan	Service Metrics	42	2000-57,838	5/26/00			Pending
SM-SCENARIO	Singapore	Service Metrics	42	77,092	5/10/00			Published
SM-SCENARIO	United States	Service Metrics	42	75/860,603	11/29/99	2,404,126	11/14/00	Registered
SM-WEBPOINT	Australia	Service Metrics	42	824,590	2/18/00	824,590	1/12/01	Registered
SM-WEBPOINT	Brazil	Service Metrics	42	822,467,852	6/15/00			Pending
SM-WEBPOINT	European Union	Service Metrics	35, 38, 42	1,520,840	2/22/00	1,520,840	5/ 7/01	Registered
SM-WEBPOINT	Japan	Service Metrics	42	2000/14,097	2/21/00			Pending
SM-WEBPOINT	Singapore	Service Metrics	42	7,793	5/10/00			Pending
SM-WEBPOINT	United States	Service Metrics	42	75/782,840	8/23/99	2,405,845	11/21/00	Registered
SM-WEBPOINT	United States	KeyLabs	42	75/884,096	12/30/99	2,475,279	8/ 7/01	Registered
THE BEST MEASURE OF PERFORMANCE	United States	Service Metrics	42	75/713,697	5/25/99	2,374,065	8/ 1/00	Registered
THE BEST MEASURE OF PERFORMANCE	United States	Service Metrics	9	75/713,760	5/25/99	2,390,616	9/26/00	Registered

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<u>Marks</u>	<u>Country</u>	<u>Owner</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Status</u>
THE INTERNET DATACENTER COMPANY	United States	Exodus Communications	37, 41, 42	75/352,973	9/ 8/97	2,174,104	7/14/98	Registered
WE DON'T JUST HELP YOU COMPETE WE GIVE YOU AN UNFAIR ADVANTAGE	United States	Service Metrics	42	75/860,602	11/29/99			Allowed

B) Abandoned Trademarks. Holdings has decided not to maintain the applications and registrations marked Abandoned. Consequently, the Trademark Office will list those applications and registrations as abandoned or cancelled in due course.

<u>Marks</u>	<u>Country</u>	<u>Owner</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Status</u>
AMERICAN INFORMATION SYSTEMS	United States	Exodus Communications *ABANDONED		2,122,555	12/16/97			
FORUM	United States	Exodus Communications *ABANDONED		2,265,951	8/3/99			
COHESIVE	United States	Exodus Communications *ABANDONED		2,306,072	1/4/00			
(design mark)	United States	Exodus Communications *ABANDONED		1,986,147	7/9/96			
COHESIVE	United States	Exodus Communications *ABANDONED		2,418,636	1/9/01			

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<u>Marks</u>	<u>Country</u>	<u>Owner</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Status</u>
AIS (and design)	United States	Exodus Communications *ABANDONED		2,085,542	8/5/97			
AMERICAN INFORMATION SYSTEMS	United States	Exodus Communications *ABANDONED		2,122,554	12/16/97			
COHESIVE	United States	Exodus Communications *ABANDONED		2,387,013	9/19/00			
NETMALL	United States	Exodus Communications *ABANDONED		1,927,674	10/17/95			
(design mark)	United States	Service Metrics *ABANDONED		2,326,798	3/7/00			
KEYLABS	United States	Keylabs, Inc. *ABANDONED		75-884,097	Filed: 12/30/99			
EVENT EXPRESS	United States	GlobalCenter, Inc. *ABANDONED		2,297,454	12/7/99			
EXPRESS LANE	United States	GlobalCenter, Inc. *ABANDONED		2,422,501	1/23/01			
WASTE EXPRESS SOLO	United States	GlobalCenter, Inc. *ABANDONED		2,303,451	12/28/99			
WASTE EXPRESS	United States	GlobalCenter, Inc. *ABANDONED		2,303,452	12/28/99			
SOFTWARE EXPRESS	United States	GlobalCenter, Inc. *ABANDONED		2,359,097	6/20/00			

ATTACHMENT I

Status

Reg. Date

Reg. Number

App. Date

App. Number

Classes

Owner

Country

Marks

(design mark) United States GlobalCenter, Inc.
*ABANDONED 2,151,338 4/14/98
(design mark) United States GlobalCenter, Inc.
*ABANDONED 75-127,928 7/1/96

C) Copyrights

Company Copyright Registration/Application

Number/Date

Keylabs, Inc. Title: LabExpert – version
2.2 Registered 2/18/98
Computer Program

Keylabs, Inc. Title: LabExpert – version
2.1 Registered 2/18/98
Computer Program

Keylabs, Inc. Title: LabExpert – version
2.0 Registered 2/18/98
Computer Program

Keylabs, Inc. Title: ImageBlaster –
version 2.2 Registered 2/18/98
Computer Program
[ImageBlaster Pro: version
2.2]

Keylabs, Inc. Title: ImageBlaster –
version 2.0 Registered 2/18/98
Computer Program
[ImageBlaster Pro: version
2.0]

Keylabs, Inc. Title: ImageBlaster –
version 2.1 Registered 2/18/98
Computer Program

STM/213222.2

TRADEMARK

REEL: 002400 FRAME: 0258

Registration/Application
Number/Date

Copyright

Company

[ImageBlaster Pro: version
2.1]

TX-4-739-150
Registered 2/18/98

Title: SIDGen.
Computer Program

Keylabs, Inc.

TX-4-760-166
Registered 2/18/98

Title:
IMGMASTR.C/author,
Kevin J. Turpin
Computer Program
[ImageBlaster]

Keylabs, Inc.

Keylabs, Inc.

V3407 P789
12/8/97

Election administration and
control model system
design.

American Information
Systems, Inc.

V3466 P495
3/12/01

Cert. of Amendment of
restituted certificate of
incorporation of American
Information Systems, Inc.

American Information
Systems, Inc.

V3466 P496
3/12/01

Delaware Cert. of
Ownership and Merger --
merging Election
Technology Company into
American Information
Systems, Inc.

American Information
Systems, Inc.

TX-4-290-918
5/10/96

Title: TurboFlow:
turbulent-flow
chromatography

Cohesive Technology
Solutions, Inc.

PA-602-657
1/8/93

Advertisement
Title: Hometown boys
makes good/directed by
David Burton Morris.

Arca Systems, Inc.

2 video cassettes; 3/4 inch

<u>Company</u>	<u>Copyright</u>	<u>Registration/Application Number/Date</u>
Arca Systems, Inc.	Title: Hometown boys makes good. Screenplay	PAu-1-155-171 11/8/88