



10-02-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #22

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10-25-2000



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101495996

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

1. Name of conveying party(ies):
Savvis Communications Corporation *19-2-00*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of Missouri
 Other

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

2. Name and address of receiving party(ies):
Name: NORTEL NETWORKS, INC.
Internal Address: Mail Stop 991 15A40
Street Address: 2221 Lakeside Blvd.
City: Richardson State Texas ZIP: 75082-4399

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: September 5, 2000

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designation 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)

75/816,754	75/816,756	75/816,511
75/451,055	75/816,557	75/816,755
75/816,753	75/816,560	

B. Trademark registration No.(s)

2,135,966	2,364,749
2,148,947	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Andre M. Szuwalski
Jenkins & Gilchrist, P.C.
 Internal Address: _____

 Street Address: 1445 Ross Avenue, Ste. 3200

 City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41): \$ 290.00
 Enclosed \$290.00
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: 10-0447
 (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.

Andre M. Szuwalski *[Signature]*
 Name of Person Signing Signature

9/21/00
 Date

0/23/2000 MTHAI1 00000174 75816754

Total number of pages comprising cover sheet: 1

1 FC:481 40.00 CP
2 FC:482 230.00 CP

TRADEMARK SECURITY AGREEMENT
(Savvis Communications Corporation)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between Savvis Communications Corporation, a Missouri corporation ("Debtor"), and Nortel Networks Inc., a Delaware corporation ("Secured Party"), acting in its capacity as Administrative Agent pursuant to that certain Amended and Restated Credit Agreement dated as of September 5, 2000 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Credit Agreement") among Debtor, Holdings, Secured Party and each of the Lenders party thereto.

R E C I T A L S :

A. Debtor and Secured Party have entered into that certain Amended and Restated Pledge and Security Agreement, dated as of September 5, 2000 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of Property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

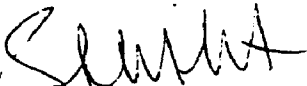
The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark 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 WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 5th day of September, 2000.

DEBTOR:

SAVVIS COMMUNICATIONS CORPORATION,
a Missouri Corporation

By: 
Name: STEVEN M. CALLANT
Title: VICE PRES. GEN. COUNSEL

SECURED PARTY:

NORTEL NETWORKS INC.,
as Administrative Agent

By: _____
Name: Mitchell L. Stone
Title: Director, Customer Finance

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 5th day of September, 2000.

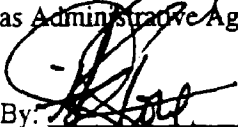
DEBTOR:

SAVVIS COMMUNICATIONS CORPORATION,
a Missouri Corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

NORTEL NETWORKS INC.,
as Administrative Agent

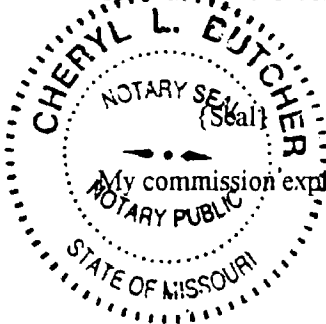
By:  _____
Name: Mitchell L. Stone
Title: Director, Customer Finance

ACKNOWLEDGMENT

STATE OF MISSOURI)

COUNTY OF JEFFERSON)

This instrument was acknowledged before me this 5th day of September, 2000, by STEVEN M. GALLANT, as VICE PRES, GEN. COUNSEL of Savvis Communications Corporation, a Missouri corporation, on behalf of such corporation.



Cheryl L. Butcher
Notary Public in and for the State of Missouri

CHERYL L. BUTCHER
Notary Public - Notary Seal
STATE OF MISSOURI
Jefferson County
My commission expires October 11, 2001

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me this 5th day of September, 2000, by Mitchell L. Stone, as Director, Customer Finance of Nortel Networks Inc., a Delaware corporation, on behalf of such corporation.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me this 5th day of September, 2000, by _____ as _____ of Savvis Communications Corporation, a Missouri corporation, on behalf of such corporation.

{Seal}

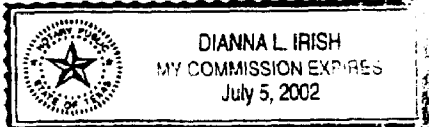
Notary Public in and for the State of _____

My commission expires: _____

STATE OF TEXAS)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 5th day of September, 2000, by Mitchell L. Stone, as Director, Customer Finance of Nortel Networks Inc., a Delaware corporation, on behalf of such corporation.

{Seal}



Dianna L. Irish
Notary Public in and for the State of TEXAS

My commission expires: 7/05/02

Schedule I
to
Trademark Security Agreement

TRADEMARKS							
Trademark	Country	Filing Date	Application Number	Registration Date	Registration Number	Status	Class/ Goods
Diamond.Net ISP, Inc.	USA	3/28/1997	75/266,524	02/10/1998	2,135,966	Registered	38
Savvis	Argentina	08/10/1999	2,233,944			Pending	38
Savvis	Australia	09/01/1999	805747			Pending	38
Savvis	Austria	08/09/1999	AM 4944/99			Pending	
Savvis	Benelux	08/13/1999	944.192			Pending	38,42
Savvis	Bermuda	09/28/1999	31093			Pending	
Savvis	Brazil	10/20/1999	N/A			Pending	
Savvis	Canada	08/06/1999	N/A			Pending	
Savvis	Cayman Islands	08/06/1999	N/A			Pending	
Savvis	Chile	09/28/1999	462.343	02/23/2000	562.134	Registered	36
Savvis	China	10/26/1999	9900126680			Pending	
Savvis	Colombia	08/06/1999	99055381			Pending	
Savvis	Denmark	08/10/1999	VA 1999 03241	06/02/2000	VR 2000 02409	Registered	9,38,42
Savvis	Finland	08/13/1999	T199902524			Pending	
Savvis	France	08/10/1999	99 807 353	08/10/1999	99 807 353	Registered	
Savvis	Germany	08/11/1999	39948151.6/3 8	02/24/2000	399 48 151	Registered	
Savvis	Greece	12/27/1999	142742			Pending	38,42
Savvis	Hong Kong	09/02/1999	99/12015	09/02/1999	6116/2000	Registered	
Savvis	India	09/08/1999	875438			Pending	16
Savvis	Indonesia	08/10/1999	J99-14299			Pending	
Savvis	Ireland	08/09/1999	99/2711			Pending	38
Savvis	Italy	08/06/1999	N/A			Pending	
Savvis	Japan	09/24/1999	78023/1999			Pending	
Savvis	Malaysia	09/27/1999	99/09513			Pending	
Savvis	Mexico	08/19/1999	387764			Pending	
Savvis	New Zealand	08/06/1999	314238			Pending	
Savvis	Norway	08/10/1999	99.07982	11/10/1999	704.008	Registered	
Savvis	Oman	08/22/1999	20718			Pending	38
Savvis	Panama	01/07/2000	104756			Pending	42
Savvis	Peru	08/26/1999	90061	2/14/2000	20335	Registered	
Savvis	Philippines	08/06/1999	4-1999- 000576			Pending	
Savvis	Portugal	05/22/2000	346732			Pending	38

Trademark Security Agreement (Savvis Communications Corporation)
DALLAS2 714834v1 07818-00098

TRADEMARK
REEL: 002161 FRAME: 0910

TRADEMARKS

Trademark	Country	Filing Date	Application Number	Registration Date	Registration Number	Status	Class/ Goods
Savvis	Qatar	08/22/1999	21227			Pending	
Savvis	Saudi Arabia	01/30/2000	62338			Pending	
Savvis	Singapore	08/11/1999	T99/08532F			Pending	
Savvis	South Africa	08/11/1999	99/14532			Pending	
Savvis	South Korea	08/11/1999	99-11609			Pending	38
Savvis	Spain	11/04/1999	2268139			Pending	38
Savvis	Sweden	08/11/1999	99-05606			Pending	35,38,42
Savvis	Switzerland	08/10/1999	07169/1999			Pending	
Savvis	Taiwan	08/06/1999	N/A			Pending	
Savvis	Thailand	09/28/1999	399301			Pending	38
Savvis	Trinidad & Tobago	08/06/1999	N/A			Pending	
Savvis	United Arab EMR	02/14/2000	35012			Pending	38
Savvis	United Kingdom	08/12/1999	2205574			Pending	38
Savvis	Venezuela	03/30/2000	2000-005288			Pending	
Savvis	USA	10/06/1999	75/816754				
Savvis Communications	USA	11/26/1996	75/204,404	04/07/1998	2,148,947	Registered	38
BPP	USA	03/16/1998	75/451055				
Miscellaneous Design (SWIRL)	USA	03/28/1997	75/266524	02/10/1998	2135966		
Privatenap	USA	10/06/1999	75/816756				
Proactive Network	USA	10/06/1999	75/816557				
Proconnect	USA	10/06/1999	75/816511				
Prolink	USA	10/06/1999	75/816915	07/04/2000	2364749		
Promanaged	USA	10/06/1999	75/816755				
Promanaged Plus	USA	10/06/1999	75/816753				
Prosecure	USA	10/06/1999	75/816560				

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement
None.		

Trademark Security Agreement (Savvis Communications Corporation)
DALLAS2 714834v1 07818-00098

RECORDED: 10/02/2000

**TRADEMARK
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