

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Equinix Inc. Execution Date
Month Day Year
12 20 2000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name CIT Lending Services Corporation, as Collateral Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 44 Whippany Road, Suite 160

Address (line 2) _____

Address (line 3) Morristown New Jersey 07962
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package: 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

FORM PTO-1618B
Expires 06/30/99
OMB 0851-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75941797"/>	<input type="text" value="75582533"/>	<input type="text" value="75839717"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75831672"/>	<input type="text" value="75831673"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

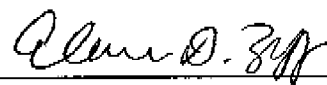
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Ref: 244130-572

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. Charges to deposit account are authorized, as indicated herein.

Elaine D. Ziff  December 29, 2000

Name of Person Signing Signature Date Signed

PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 20, 2000, is entered into between Equinix Inc., a Delaware corporation, located at 2450 Bayshore Parkway, Mountain View, CA 94043-1107 (the "Grantor") and CIT Lending Services, located at 44 Whippany Road, Suite 160, Morristown, NJ 07962, as Collateral Agent for the Secured Parties to the Credit Agreement (together with its successors and assigns, the "Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Master Pledge and Security Agreement dated the date hereof between each of Grantor, the other Grantors therein and the Collateral Agent (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Collateral Agent in certain collateral, including the Patents and Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Collateral Agent hereby agree as follows:

1. Grant of Security Interest

(a) Grantor hereby grants to the Collateral Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under the Patents and Trademarks, in each case whether now owned or existing or hereafter acquired or arising and wherever located.

(b) The grant of security interest pursuant to Section 1(a) is made to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but

for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of the Secured Obligations.

(c) Schedule A hereto contains a true and accurate list of all of Grantor's U.S. Patent registrations and applications, and Schedule B hereto contains a true and accurate list of all of Grantor's U.S. Trademark registrations and applications.

(d) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and those which are now or hereafter available to the Collateral Agent as a matter of law or equity. The exercise by the Collateral Agent of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, in the other Documents or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Collateral Agent, of any or all other rights, powers or remedies.

2. Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, Grantor authorizes the Collateral Agent, upon notice to Grantor, to modify this Agreement in the name of and on behalf of the Grantor without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A or B to add any right, title, or interest in any Patent or Trademark, as the case may be, owned or subsequently acquired by Grantor. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Collateral Agent from time to time to subject any such owned or subsequently acquired right, title or interest in any Patent and Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Termination of Agreement

When the Secured Obligations have been indefeasibly paid and performed in full, this Agreement shall terminate and the Collateral Agent, at the request and sole expense of the Grantor, will execute and deliver to the Grantor the proper

instruments acknowledging termination of this Agreement and will duly, without recourse, representation or warranty of any kind whatsoever, release such of the Patents or Trademarks, as the case may be, not therefore disposed of, applied or released from the security interest created hereby and under the Security Agreement.

4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantor, the Collateral Agent, and their respective successors and assigns, except that the Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent.

6. Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument.

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

EQUINIX, INC.,
as Grantor

By: Philip J. Kwan
Name:
Title:

CIT LENDING SERVICES CORPORATION,
as Collateral Agent

By: _____
Name:
Title:

STATE OF NY)
COUNTY OF NY) ss:

On Dec. 19, 2000, before me, the undersigned, a notary public in and for said state and county, personally appeared Philip J. Koer, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the CFO, on behalf of Equinix, Inc, a DE corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Notary Public

AMANDA CASACCI
Notary Public, State of New York
No. 61062012P
Qualified in New York County
Commission expires Oct. 16, 2002

My Commission Expires:

10/16/02

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

EQUINIX, INC.,
as Grantor

By: _____
Name:
Title:

CIT LENDING SERVICES CORPORATION,
as Collateral Agent

By:  _____
Name: **John P. Sirico, II**
Title: **Vice President**

STATE OF NJ)
) ss:
COUNTY OF Morris)

On 12/19, 2000, before me, the undersigned, a notary public in
and for said state and county, personally appeared John P. Siculo, Jr., personally
known to me (or proved to me on the basis of satisfactory evidence), to be the person
who executed the within instrument as the Vice President, on behalf of CIT Lending
Corporation, a DE corporation, the corporation therein named, and acknowledged to me
that the corporation executed the within instrument pursuant to its bylaws or a
resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

Sarah M. Gessler
Notary Public

My Commission Expires:
5/29/01

12/11/2000 12:45 FAX 6503166909

EQUINIX

008

Dec-06-2000 02:38pm From-BSTZ LA

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T-290 P.007/007

T-887

PATENT AND TRADEMARK SECURITY AGREEMENT

SCHEDULE A
EQUINIX
U.S. Patents/Applications

Confidential

Ref. No. P001
Title BUSINESS EXCHANGE SYSTEM AND METHOD USING THE INTERNET

Status PENDING

BSTZ Associate JHS/CB

Ref. No. P002
Title INTERNET CO-LOCATION FACILITY SECURITY SYSTEM

Status PENDING

BSTZ Associate JHS/CB

Ref. No. P003
Title ARCHITECTURE OF THE IBX FACILITY

Status IN PROCESS

BSTZ Associate JHS/CB

Ref. No. P004
Title CASCADING CABLE TRAY SYSTEM

Status PENDING

BSTZ Associate JHS/CB

Ref. No. P005
Title MARKET MAKER

Status IN PROCESS

BSTZ Associate JHS/CB

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EQUINIX

003

Dec-06-2000 02:37pm

From-BST2 LA

Equinix

PATENT AND TRADEMARK SECURITY AGREEMENT
SCHEDULE B
US Trademark Status Report

Item No.	Class Number	Goods/Services	Serial No.	Reg. No.	Reg. Date	Use and Renewal Dates	Status
13	042	telecommunications services, data center management and data transmission services	75	944,797	3/13/2000	Use Due: Pending Renewal Due:	Pending
18	042	provision of data centers and data transmission analysis services to those who operate a global computer network and to those who use transmission services on a global computer network	75	802,513	11/5/1998	Use Due: Pending Renewal Due:	Pending
19	042	provision of services on a global computer network which enable internet service providers (ISPs), content providers, carriers and component service providers (CSPs) to have unlimited and unrestricted interconnection with each other	75	819,717	11/4/1999	Use Due: Pending Renewal Due:	Pending
10	042	provision of services on a global computer network which enable Internet Service Providers (ISPs), content providers, carriers and Component Service Providers (CSPs) to have unlimited and unrestricted interconnection with each other	75	831,672	10/26/1999	Use Due: Pending Renewal Due:	Pending
11	042	provision of services on a global computer network which enable Internet Service Providers (ISPs), content providers, carriers and Component Service Providers (CSPs) to have unlimited and unrestricted interconnection with each other	75	831,673	10/26/1999	Use Due: Pending Renewal Due:	Pending

12/11/2000 12:44 FAX 6503188909

EQUINIX

004

Dec-06-2000 02:37pm From-BSTZ LA

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Equinix

Foreign Trademark Status Report

Client No. 04609	Serial No./ Filing Date	Registration No. / Reg. Date	Expiration Date	Status
Mark/Country	Class			
TR08AU EQUINIX	35, 38, 42	799143	7/1/1999	Pending
Australia				
TR08BR40 EQUINIX	40	821605240	5/5/1999	Pending
Brazil				
TR08BR38 EQUINIX	38	821605232	5/5/1999	Pending
Brazil				
TR08BR38 EQUINIX	38	821605232	5/5/1999	Pending
Brazil				
TR08CA EQUINIX	42	9908097732	8/18/1999	Pending
Canada				
TR08CN42 EQUINIX	42	9908097732	8/18/1999	Pending
China - PRC				
TR08CN38 EQUINIX	38	9908097731	8/18/1999	Pending
China - PRC				
TR08CN25 EQUINIX	35	9908097730	8/18/1999	Pending
China - PRC				
TR08CTM EQUINIX	35, 38, 42	001162197	9/28/2000	Registered
CTM - European Community				
TR08EG38 EQUINIX	38	136932	10/31/2000	Pending
Egypt				

Prepared by BST&Z 12/6/2000

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EQUINIX

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Equinix

Foreign Trademark Status Report

Client No. 04609	Mark/Country	Class	Serial No./ Filing Date	Registration No. / Reg. Date	Expiration Date	Status
	EQUNIX	42	136933 10/3/2000			Pending Re-filing application 125188.
	Egypt					
	EQUNIX	9	869731 8/27/1999			Pending
	India					
	EQUNIX	35	128901 7/1/1999	5182080 128901	7/1/2006	Registered
	Israel					
	EQUNIX	38	128902 7/1/1999	5182009 128902	7/1/2006	Registered
	Israel					
	EQUNIX	42	128903 7/1/1999	5182000 128903	7/1/2006	Registered
	Israel					
	EQUNIX	35, 38, 42	654571 7/21/1999			Pending
	Japan					
	EQUNIX	35, 38, 42	99-9450 7/6/1999	5722200 63180	5/23/2010	Registered
	Korea					
	EQUNIX	35, 38 & 42				Registered
	Lebanon					
	EQUNIX	35, 38, 42	4-1999-0606578 9/2/1999			Pending
	Philippines					
	EQUNIX	35				Pending
	Saudi Arabia					

Prepared by BST&Z 12/6/2000

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EQUINIX

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Equinix Foreign Trademark Status Report

Matter	Mark/Country	Class	Serial No./ Filing Date	Registration No. Reg. Date	Expiration Date	Status
T008SA42	BQUNIX Saudi Arabia	42				Pending
T008SA38	BQUNIX South Africa	35, 38, 42				Pending
T008CH42	BQUNIX Switzerland	42	3977/1999 5/6/1999			Pending
T008TW38	BQUNIX Taiwan - ROC	38	88044194 9/4/1999			Pending
T008TW35	BQUNIX Taiwan - ROC	35	88044197 9/4/1999			Pending
T008TW42	BQUNIX Taiwan - ROC	42	88044196			Pending
T008AE15	BQUNIX United Arab Emirates	35	33450 10/24/1999			Pending
T008AB42	BQUNIX United Arab Emirates	42	33452 10/24/1999			Pending
T008AE38	BQUNIX United Arab Emirates	38	33451 10/24/1999			Pending
T008CA	BQUNIX Canada		1070748 8/10/2000			Pending
T008CTM	BQUNIX CTM - European Community	35, 38, 42	1820914 8/29/2000			Pending

Prepared by BST&Z 12/6/2000

12/11/2000 12:44 FAX 6503166900

EQUINIX

007

Dec-08-2000 02:39pm From-BSTZ LA

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Equinox

Foreign Trademark Status Report

Client No. 0469	Matter	Mark/Country	Class	Serial No./ Filing Date	Registration No. Req. Date	Expiration Date	Status
	TW03SG35	HOME OF THE INTERNET Singapore	35	T0814614Z 8/18/2000			Pending
	TW03SG38	HOME OF THE INTERNET Singapore	38	T0814615H 8/18/2000			Pending

Prepared by BST&Z 12/8/2000