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OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS

06-01-2001

RECOR
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101735424

To the Honorable Commissioner of Patents and Trademarks

Documents or copy thereof.

1. Name of conveying party(ies): 5.24.01
 USInternetworking, Inc.
 One USi Plaza
 Annapolis, Maryland 21403

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

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

2. Name and address of receiving party(ies):
 Name: General Electric Capital Corporation
 Internal Address: Suite 700
 Street Address: 2325 Lakeview Parkway
 City: Alpharetta State GA ZIP 30004

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 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 Assignments)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 2, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark registration No.(s)

Additional numbers attached? Yes No

See attached schedule

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Pamela Allen
 Internal Address: King & Spalding
 Street Address: 191 Peachtree Street
 City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41): \$665.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 110980
 (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.
Pamela A. Allen 5/23/01
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231; and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503



Trademark Summary

| TRADEMARK | OWNER | SERIAL/ REGISTRATION NO. | FILING/ REGISTRATION DATE | STATUS |
|--|--|-----------------------------|---------------------------------|-------------------------------------|
| pbToolBox (stylized letters) | USinternetworking, Inc. (f/k/a Advanced Communication Resources, Inc.) | 2,002,649 | 09/24/96 | Registered renewal due - 9/24/06 |
| ACTINIUM | USinternetworking, Inc. | 76-075,616 | 06/22/00 | Pending |
| USIMIRROR | USinternetworking, Inc. | 76-068,317 | 06/08/00 | Pending |
| USILINK | USinternetworking, Inc. | 76-067,587 | 06/09/00 | Pending |
| USIACCELERATE | USinternetworking, Inc. | 76-065,456 | 06/06/00 | Pending |
| USI GLOBAL SERVICES PLATFORM (computer software and applications) | USinternetworking, Inc. | 76-047,845 | 05/11/00 | Pending |
| USI GLOBAL SERVICES PLATFORM (computer services) | USinternetworking, Inc. | 76-047,841 | 05/11/00 | Pending |
| USIGSP (computer software and applications) | USinternetworking, Inc. | 76-047,840 | 05/11/00 | Pending |
| USIGSP (computer services) | USinternetworking, Inc. | 76-047,838 | 05/11/00 | Pending |

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|---|-------------------------|-----------------------------|---------------------------------|--------------------------------------|
| MAKING SOFTWARE SIMPLE | USInternetworking, Inc. | 75-909,532 | 02/03/00 | Pending |
| USIOS | USInternetworking, Inc. | 75-863,928 | 12/03/99 | Pending |
| DELIVERING SOFTWARE AS A SERVICE | USInternetworking, Inc. | 75-851,240 | 11/16/99 | Pending |
| APPHOST | USInternetworking, Inc. | 75-720,777 | 06/03/99 | Pending |
| IMAP | USInternetworking, Inc. | 75-678,439 | 04/09/99 | Pending |
| INTERNET MANAGED APPLICATION PROVIDER | USInternetworking, Inc. | 2,374,055 | 08/01/00 | Registered renewal due - 08/01/10 |
| USI VIEW | USInternetworking, Inc. | 75-646,404 | 02/23/99 | Abandoned - 6/13/00 |
| PRIORITYPEERING | USInternetworking, Inc. | 75-646,403 | 02/23/99 | Pending |
| GLOBAL ENTERPRISE MANAGEMENT CENTER | USInternetworking, Inc. | 75-646,318 | 02/23/99 | Pending |
| iTRAC (stylized letters) | USInternetworking, Inc. | 75-646,317 | 02/23/99 | Pending |
| GEMC | USInternetworking, Inc. | 75-646,316 | 02/23/99 | Pending |
| USI and design | USInternetworking, Inc. | 2,288,238 | 10/19/99 | Registered renewal due - 10/19/09 |
| USInternetworking, Inc. (stylized letters) | USInternetworking, Inc. | 2,288,237 | 10/19/99 | Registered renewal due - 10/19/09 |

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| USI | USinternetworking, Inc. | 76-091099 | 07/18/00 | Pending |
| USINTERNETWORKING | USinternetworking, Inc. | 76-084227 | 07/06/00 | Pending |
| USI | USinternetworking, Inc. | 76-083369 | 07/05/00 | Pending |
| USCONNECTS WORK HERE. LIVE HERE. GIVE HERE. (words and design) | USinternetworking, Inc. | 76-080620 | 06/28/00 | Pending |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 2, 2001, by USINTERNETWORKING, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent, the Persons signatory thereto from time to time as Lenders and Credit Suisse First Boston, as Syndication Agent (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 Revolving Credit Advances and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make Revolving Credit Advances and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security 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, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

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

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

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

provided, however, that notwithstanding the foregoing, Grantor does not grant, or purport to grant, a security interest in (i) any Trademark License that is licensed from any Person or (ii) any other usage rights acquired by Grantor in any Trademark or Trademark License, to the extent that such security interest is prohibited under the applicable license or agreement granting such usage, unless such security interest is consented to by the applicable Person party to such license or agreement.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest 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, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

USINTERNETWORKING, INC.

By: David C. Miller
Name: David C. Miller
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: K.M.G.
Name: Kenneth M. Gacevich
Title: Duly Authorized Signatory

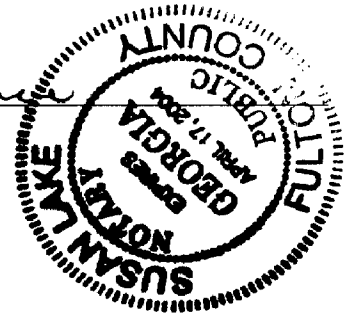
ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA)
)
COUNTY OF FULTON) ss.

On this 2nd day of January, 2001 before me personally appeared David C. Miller, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of USinternetworking, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Susan Lake

Notary Public {seal}



SCHEDULE I

to

Trademark Security Agreement

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