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- New
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62001

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

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

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DBA/AKA/TA

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06/27/2001 LMUELLER 00000281 76121160
01 FC:481 40.00
02 FC:482 125.00

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TRADEMARK

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Correspondent Name and Address

Area Code and Telephone Number

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Palo Alto, California 94306

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3

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).

Trade Application Numbers

Registration Numbers

76/121,160

76/121,159

76/121,156

76/122,442

78/064,098

76/121,150

Number of Properties

Enter the total number of properties involved.

#

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

165.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

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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.

Karen M. Kitterman, Esq.

Name of Person Signing


Signature

June 20, 2001

Date Signed

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 13, 2001, is executed by StorageWay, Inc. a Delaware corporation ("Debtor"), in favor Exodus Communications, Inc. ("Secured Party").

A. Pursuant to a Security Agreement, dated as of June 13, 2001 (the "Loan Agreement"), among Debtor and Secured Party, Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedule 1-A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of Section 4.12 of the Loan Agreement, of any addition or change which is necessary to be made to Schedule 1-A in order to maintain such schedule's completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Party's address is: EXODUS COMMUNICATIONS, INC.
2831 Mission College Boulevard
Santa Clara, CA 95054

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

STORAGEWAY, INC.

By: Colleen Gray
Name: COLLEEN GRAY
Title: VP FINANCE & CFO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
OutBackUp	09/01/00	76/121160
OutStore	09/01/00	76/121156
Liquid Architecture	05/17/01	78/064098
OutManage	09/01/00	76/121159
OutServe	09/01/00	76/122442
OutTake	09/01/00	76/121150