

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Equinix, Inc.

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

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

2. Name and address of receiving party(ies)

Name: CIT Lending Services Corporation

Internal Address: 44 Whippany Road, Suite 160

Street Address: City: Morristown State: NJ Zip: 07960

- 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other and Trademark Security Agreement

Execution Date: October 22, 2001

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

A. Trademark Application No.(s)

76186888 76186889 76192984

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

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

Name: Diane Kasselmann, Esq.

Internal Address: Skadden, Arps, Slate

Meagher & Flom LLP

Street Address: Four Times Square

City: New York State: NY Zip: 10036 6522

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

19-2385 [Our Ref: 244130/572]

(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.

Diane Kasselmann

Name of Person Signing

Signature

10-25-01

Date

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

11

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

AMENDMENT AND SUPPLEMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This **AMENDMENT AND SUPPLEMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT** (this "**Amendment**") is dated as of October 22, 2001 and entered into by and between **Equinix, Inc.**, a Delaware corporation, located at 2450 Bayshore Parkway, Mountain View, CA 94043-1107 (the "**Grantor**"), and **CIT Lending Services Corporation**, located at 44 Whippany Road, Suite 160, Morristown, NJ 07960, as collateral agent for the Secured Parties (together with its successors and assigns, the "**Collateral Agent**"), and is made with reference to that certain Patent and Trademark Security Agreement dated as of December 20, 2000, between the Grantor and the Collateral Agent (the "**IP Security Agreement**"). Capitalized terms used but not defined herein shall have the meaning set forth in the IP Security Agreement.

1. Amendment to Security Agreement. The second paragraph of the recitals to the IP Security Agreement is hereby amended by deleting it in its entirety and substituting in its place the following:

"Capitalized terms not otherwise defined herein have the meanings set forth in the Amended and Restated Master Pledge and Security Agreement dated as of September 30, 2001, between each of Grantor, the other Grantors therein and the Collateral Agent (as amended, restated modified or supplemented from time to time, the "Security Agreement")."

2. Security Interest. Grantor hereby confirms the grant to the Collateral Agent set forth in the IP Security Agreement of, and does hereby grant to the Collateral Agent, a security interest in all of 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 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. Grantor represents and warrants that the attached Supplements to Schedules accurately and completely set forth all additional information required pursuant to the IP Security Agreement and hereby agrees that such Supplements to Schedules shall constitute part of the Schedules to the IP Security Agreement.

3. Effect of Amendment. All references to "Security Agreement" contained in the IP Security Agreement shall mean the "Security Agreement" as defined by Section 1 of this Amendment.

4. Conditions of Effectiveness. Section 1 of this Amendment shall become effective upon the execution of a counterpart hereof by each of the parties.


5. Governing Law. This Amendment 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.

6. Counterparts. This Amendment 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.

6. Counterparts. This Amendment 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 Amendment to Patent and Trademark Security Agreement to be duly executed and delivered as of the date first above written by their respective officers thereunto duly authorized.

EQUINIX, INC.

By: 
Name: *Melanie Block*
Title: *Treasurer*

**CIT LENDING SERVICES CORPORATION,
as Collateral Agent**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Amendment to Patent and Trademark Security Agreement to be duly executed and delivered as of the date first above written by their respective officers thereunto duly authorized.

EQUINIX, INC.

By: _____

Name:

Title:

**CIT LENDING SERVICES CORPORATION,
as Collateral Agent**

By:  _____

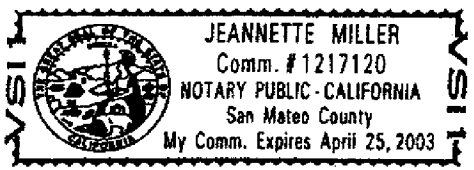
Name: Michael V. Monahan

Title: Vice President

STATE OF CALIFORNIA)
) ss:
COUNTY OF SANTA CLARA)

On October 22, 2001 before me, the undersigned, a notary public in and for said state and county, personally appeared Melanie Mock , 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 Treasurer , on behalf of EQUINIX, INC., a Delaware 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.



Jeannette Miller

Notary Public

My Commission Expires:
April 25, 2003

STATE OF NEW JERSEY)
) ss:
 COUNTY OF MORRIS)

On October 23, 2001 before me, the undersigned, a notary public in and for said state and county, personally appeared Michael V. Monahan, 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 Services Corporation, a Delaware 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)

Karen M. Geisler

 Notary Public

My Commission Expires:

KAREN M. GEISLER
~~NOTARY PUBLIC OF NEW JERSEY~~
 Commission Expires 5/29/2006

SUPPLEMENT TO SCHEDULE A
TO PATENT AND TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED PATENTS

<u>Title</u>	<u>Type of Work</u>	<u>Reg #</u>	<u>Registered</u>
(PLEASE SEE ATTACHED)			

1. U.S. PATENT APPLICATIONS

<u>Title</u>	<u>Type of Work</u>	<u>Date Filed</u>
(PLEASE SEE ATTACHED)		

EQUINIX
U.S. Patents/Applications

Confidential

Ref. No. P002X Title MULTI-RINGED INTERNET CO-LOCATION FACILITY SECURITY SYSTEM AND METHOD

Status PENDING

Serial No. 09/895,353

Filed 6/29/2001

BSTZ Associate JHS

Ref. No. P004X Title CASCADING CABLE TRAY SYSTEM WITH PRE-FABRICATED SUPPORT STRUCTURE

Status PENDING

Serial No. 09/905,631

Filed 7/13/2001

BSTZ Associate JHS

SUPPLEMENT TO SCHEDULE B
TO PATENT AND TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

<u>Title</u>	<u>Type of Work</u>	<u>Reg #</u> <u>Registered</u>
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(PLEASE SEE ATTACHED)

II. U.S. TRADEMARK APPLICATIONS

<u>Title</u>	<u>Type of Work</u>	<u>Date</u> <u>Filed</u>
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(PLEASE SEE ATTACHED)

10/16/2001 15:35 FAX 6503166909
10/16/2001 12:26 FAX

EQUINIX INC
BLAKELY SOKOLOFF TAYLOR

013
013

US Trademark Status Report

Equinix

Matter No.	Mark:	Class Number	Goods/ Services	Serial No. Filing Date	Reg. Number Reg. Date	Use and Renewal Dates	Status
T012	IBXFLEX	038	Management And Offering Of Collocation Services Allowing Customers To Co-locate Staff And/or Equipment Spares With Their Operational Hardware Allowing Customer Support, Monitoring, And Evaluation Of Customer's Internet Equipment	76 186,888 12/27/2000		Use Due: Renewal Due:	Pending
T013	EQUINIX MATRIX	035	Online Marketplace For Facilitating Transactions Between Buyers And Sellers Of Internet Infrastructure And Equipment	76 186,889 12/27/2000		Use Due: Renewal Due:	Pending
T014	SMARTHANDS	038	Installation and Maintenance Of Customer Equipment In Collocation/Data Centers	76 192,984 1/12/2001		Use Due: Renewal Due:	Pending