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12-06-2001



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

RECV 101908686 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):
USinternetworking, 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: Foothill Capital Corporation
 Internal
 Address: _____

Street Address: 2450 Colorado Ave., Ste. 3000W
Santa Monica State: CA Zip: 90404

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 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 _____

Execution Date: November 16, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
Please see attached Schedule A.

B. Trademark Registration No.(s)
Please see attached Schedule A.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Inna Fayenson
 Internal Address: _____

Kronish Lieb Weiner & Hellman LLP
 Street Address: 1114 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41).....\$ 615.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Inna Fayenson Inna Fayenson 11/29/01
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 25

12/05/2001 LHWELLER 00000163 2200237

01 FC:481 40.00 OP
02 FC:482 575.00 OP

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

TRADEMARK REEL: 002403 FRAME: 0321

Schedule A
to
Trademark Recordation Form

	<u>Application/ Registration Number</u>	<u>Mark</u>	<u>Owner</u>
1.	2288237 (registered)	USINTERNETWORKING (Stylized)	USinternetworking, Inc.
2.	2288238 (registered)	USI & Design (Block Logo)	USinternetworking, Inc.
3.	2430750 (registered)	USIVIEW	USinternetworking, Inc.
4.	2395122 (registered)	IMAP	USinternetworking, Inc.
5.	2387201 (registered)	PRIORITYPEERING	USinternetworking, Inc.
6.	2485726 (registered)	GEMC	USinternetworking, Inc.
7.	2456505 (registered)	GLOBAL ENTERPRISE MANAGEMENT CENTER	USinternetworking, Inc.
8.	2,374,055 (registered)	INTERNET MANAGED APPLICATION PROVIDER	USinternetworking, Inc.
9.	75/720777	APPHOST	USinternetworking, Inc.
10	75/909532	MAKING SOFTWARE SIMPLE	USinternetworking, Inc.
11.	76/080620	USi CONNECTS & Design	USinternetworking, Inc.
12.	76/047838	USIGSP	USinternetworking, Inc.
13.	76/047841	USI GLOBAL SERVICES PLATFORM	USinternetworking, Inc.

	<u>Application/ Registration Number</u>	<u>Mark</u>	<u>Owner</u>
14.	76/068317	USIMIRROR	USinternetworking, Inc.
15.	76/067587	USILINK	USinternetworking, Inc.
16.	76/065456	USIACCELERATE	USinternetworking, Inc.
17.	76/047840	USIGSP	USinternetworking, Inc.
18.	76/047845	USI GLOBAL SERVICES PLATFORM	USinternetworking, Inc.
19.	76/083369	USI (Block Letters)	USinternetworking, Inc.
20.	76/084227	USINTERNETWORKING	USinternetworking, Inc.
21.	76/091099	USI	USinternetworking, Inc.
22.	76/090802	USINTERNETWORKING	USinternetworking, Inc.
23.	76/122450	USICONNECTS	USinternetworking, Inc.
24.	76/121357	WORK HERE. LIVE HERE. GIVE	USinternetworking, Inc.



**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of November 16, 2001, made by USINTERNETWORKING, INC., a Delaware corporation (the "Grantor"), in favor of FOOTHILL CAPITAL CORPORATION, a California corporation (the "Grantee").

RECITALS:

WHEREAS, Grantor owns the Intellectual Property Collateral (as hereafter defined) listed on the Schedules hereto;

WHEREAS, the Grantor has entered into the Loan and Security Agreement dated as of November 2, 2001 (as amended, modified, supplemented or restated and in effect from time to time, the "Loan Agreement") among the Grantor and the Grantee;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee for the benefit of Lender a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's intellectual property, whether presently existing or hereafter arising or acquired, and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof, to secure the payment of all Obligations owing under the Loan Agreement;

NOW, THEREFORE, in consideration of the aforementioned, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. Defined Terms.

Unless otherwise defined herein, capitalized terms which are defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Loan Agreement), the Grantor hereby grants, transfers, collaterally assigns and sets over to Lender a security interest in, assignment of, general lien on and right of set-off of, all of the following (collectively, the "Intellectual Property Collateral"), in each case whether now existing or hereafter arising and whether now owned or hereafter acquired:

(a) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade

styles, service marks, logos and other source or business identifiers, all prints or labels on which any of the foregoing appear, and all designs and general intangibles of a like nature, and the goodwill associated therewith or symbolized thereby, and all other assets, rights and interests that uniquely embody such goodwill, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and all extensions or renewals thereof (including without limitation each trademark, trade name, trade dress, registration and application identified in Schedule I attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark (collectively, the "Trademarks");

(b) all letters patent of the United States or any other country, including patents, design patents and utility models, and all registrations and recordings thereof, all applications for letters patent of the United States or any other country (including without limitation the patents, design patents and utility models identified on Schedule II attached hereto and incorporated herein by reference) and all reissues, extensions, divisions, continuations and continuations-in-part thereof, and the inventions disclosed or claimed therein, including the right to make, sell and/or use the inventions disclosed or claimed therein (collectively, the "Patents");

(c) all copyrights in any original work of authorship fixed in any tangible medium of expression, including, without limitation, all databases, source codes, object codes and manuals, whether published or unpublished, whether now or hereafter existing, and whether in the United States or any other country, and all applications, registrations, renewals, extensions and recordings relating thereto filed in the United States Copyright Office (the "Copyright Office") or in any other governmental office or agency in the United States or any other country or political subdivision thereof, in each case in which the Grantor has any right, title or interest, whether as author, assignee, transferee or otherwise (including without limitation the copyrights listed on Schedule III attached hereto and incorporated herein by reference), and all other rights which the Grantor presently has or hereafter acquires pursuant to any Copyright License relating to any such copyright, including, without limitation, copyright assignments, and exclusive and nonexclusive licenses, and all right, title and interest of the Grantor in all physical materials embodying any work with respect to which the Grantor owns or holds rights in any Copyright or Copyright License (collectively, the "Copyrights");

(d) All agreements, written or oral (i) providing for the grant by or to the Grantor of any right to use any Trademark (including without limitation the licenses

listed on Schedule IV attached hereto and incorporated herein by reference), and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Loan Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Trademark Licenses"); (ii) providing for the grant by or to the Grantor of any right to manufacture, use or sell any invention covered by a Patent and all rights of the Grantor under such agreement (collectively, the "Patent Licenses"); and (iii) naming the Grantor as licensor or licensee, granting any right in or to any Copyright or copyright registration in the United States or any foreign country or any and all present and future agreements, including, without limitation, assignments and consents, as any such agreements may from time to time be amended or supplemented, pursuant to which the Grantor now has or hereafter acquires any direct or beneficial interest in any Copyright, or is a Grantor of rights to any third party with respect to any copyright, whether as a party to any such agreement or as an assignee of any rights under any such agreement excluding, however, non-exclusive computer software licenses; and

(e) all proceeds and products of any and all of the foregoing Intellectual Property Collateral.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Loan Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Subject to the terms and provisions of the following paragraph, on the Termination Date (as defined below), this Agreement shall terminate (provided that any indemnities set forth herein shall survive any such termination) and Grantee, at the request and expense of Grantor, will execute and deliver to Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement as provided above and releasing the lien on the Intellectual Property Collateral, and will duly assign, transfer and deliver to Grantor (without recourse and without any representation or warranty) such of the Intellectual Property Collateral as may be in the possession of Grantee and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement, together with all cash in respect of the Intellectual Property Collateral at the time held by Grantee hereunder. As used in this Agreement, "Termination Date" shall mean the date upon which no Obligation under the Loan Agreement is outstanding and all have been paid in full and the Loan Agreement has been terminated.

This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part

thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

In the event of any express conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern and prevail.

IN WITNESS WHEREOF, the parties have duly executed this Intellectual Property Security Agreement on the day and year first written above.

USINTERNETWORKING, INC.,
as Grantor

By 

Name:

Title

FOOTHILL CAPITAL CORPORATION,
as Grantee

By _____

Name:

Title

IN WITNESS WHEREOF, the parties have duly executed this Intellectual Property Security Agreement on the day and year first written above.

USINTERNETWORKING, INC.,
as Grantor

By _____
Name:
Title

FOOTHILL CAPITAL CORPORATION,
as Grantee

By Xavier Gannon
Name: Xavier Gannon
Title Vice President

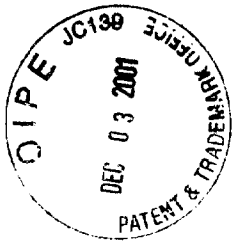
Trademarks

Please see attached for Schedule I

-7-

420208.3
31024-2001

TRADEMARK
REEL: 002403 FRAME: 0331



INTELLECTUAL PROPERTY

USInternetworking, Inc.

Intellectual Property Report (Costa Mesa, CA)

Monday, October 15, 2001

Page: 1

<u>COUNTRY OR</u> Trademark Name Class(es)	Status Owner	Case Number	Appl. No. Reg. No.	Filing Date Reg. Date First Use Date	Renewal Date
<u>Benelux</u> USI & Design (Block Logo) 42	Registered USInternetworking, Inc.	026523-0014-029	938564 656290	19-May-1999 19-May-1999	19-May-2009
	Goods: Providing multiple-user access to a global computer network for the transfer and				
USINTERNETWORKING 42	Registered USInternetworking, Inc.	026523-0014-030	938567 0661128	19-May-1999 19-May-1999 01-Jan-1998	19-May-2009
	Goods: Providing multiple-user access to a global computer network for the transfer and				
iMAP 42 (and 37, 38, 41)	Registered USInternetworking, Inc.	026523-0014-031	0938563 0665202	19-May-1999 19-May-1999	19-May-2009
	Goods: Computer installation, maintenance and repair in Class 37;				
PRIORITY PEERING 37,38,42	Registered USInternetworking, Inc.	026523-0014-033	938565 0660460	19-May-1999 19-May-1999	19-May-2009
	Goods: Routing and reception of electronic mail, data and other information through a global computer				

**USInternetworking, Inc.
Intellectual Property Report (Costa Mesa, CA)**

Monday, October 15, 2001

<u>COUNTRY OR</u> Trademark Name Class(es)	Status Owner	Case Number	Appl. No. Reg. No.	Filing Date Reg. Date First Use Date	Renewal Date
<u>Copyright (United States)</u> USI & Design (Block Logo) FORM VA	Pending USInternetworking, Inc.	026523-0014-004		17-Nov-1998	
	Goods:				
INTERNET MANAGED APPLICATION PROVIDER/Peterson FORM TX	Registered USInternetworking, Inc.	026523-0014-018	TXU887426	09-Feb-1999 09-Feb-1999	09-Feb-1999
	Goods:				
RAPID IMPLEMENTATION OF WEB-ENABLED DATA MARTS/Tan FORM TX	Registered USInternetworking, Inc.	026523-0014-020	TXU895420	25-Feb-1999 25-Feb-1999	25-Feb-1999
	Goods:				
USIVIEW: END-TO-END ENTERPRISE MONITORING/Truesdal FORM TX	Registered USInternetworking, Inc.	026523-0014-021	TXU895419	25-Feb-1999 25-Feb-1999	25-Feb-1999
	Goods:				

**USinternetworking, Inc.
Intellectual Property Report (Costa Mesa, CA)**

Monday, October 15, 2001

**COUNTRY OR
Trademark Name
Class(es)**

**Status
Owner**

Case Number

**App. No.
Reg. No.**

**Filing Date
Reg. Date
First Use Date**

Renewal Date

Copyright (United States)
OUTSOURCING ELECTRONIC
COMMERCE/Sahlin
FORM TX

Registered

USinternetworking, Inc.

026523-0014-022

TXU932359

19-Feb-1999

22-Feb-1999

Goods:

Japan
USI & Design (Block Logo)
38,42

Pending

USinternetworking, Inc.

026523-0014-024

44506/99

19-May-1999

Goods: Providing access to computer network in
International Class 38.

USINTERNETWORKING
38,42

Pending

USinternetworking, Inc.

026523-0014-025

44507/99

19-May-1999

Goods: Providing access to computer network in
International Class 38.

IMAP
42

Pending

USinternetworking, Inc.

026523-0014-026

44508/99

19-May-1999

Goods: Computer services offered via a global computer
information network, namely, providing servers,

**USinternetworking, Inc.
Intellectual Property Report (Costa Mesa, CA)**

Monday, October 15, 2001

Page: 4

<u>COUNTRY OR</u> Trademark Name Class(es)	Status Owner	Case Number	Appl. No. Reg. No.	Filing Date Reg. Date First Use Date	Renewal Date
Japan INTERNET MANAGED APPLICATION PROVIDER 42	Pending USinternetworking, Inc.	026523-0014-027	44509/99	19-May-1999	
	Goods: Leasing of internet servers; providing computer programs by Internet; leasing of access time to				
PRIORITY PEERING 42	Pending USinternetworking, Inc.	026523-0014-028	44510/99	19-May-1999	
	Goods: Routing and reception of electronic mail, data and other information through a global computer				
United States of America USINTERNETWORKING (Stylized) 42	Registered USinternetworking, Inc.	026523-0014-002	75/428581 2288237	04-Feb-1998 19-Oct-1999 04-Feb-1998	19-Oct-2009
	Goods: Amended to: "Providing multiple user access to a global computer network for the transfer and				
USI & Design (Block Logo) 42	Registered USinternetworking, Inc.	026523-0014-003	75/428582 2288238	04-Feb-1998 19-Oct-1999 04-Feb-1998	19-Oct-2009
	Goods: Amended to: "Providing multiple user access to a global computer network for the transfer and				

**USinternetworking, Inc.
Intellectual Property Report (Costa Mesa, CA)**

COUNTRY OR

**Trademark Name
Class(es)**

United States of America

**USIVIEW
42**

Status Owner	Case Number	Appl. No. Reg. No.	Filing Date Reg. Date First Use Date	Renewal Date
Registered USinternetworking, Inc.	026523-0014-005	75/646404 2430750	23-Feb-1999 27-Feb-2001 01-Jul-1998	27-Feb-2011
Goods: Computer services offered via a global computer information network, namely, monitoring the				
Registered USinternetworking, Inc.	026523-0014-008	75/678439 2395122	09-Apr-1999 17-Oct-2000 01-Jul-1998	17-Oct-2010
Goods: Maintenance of computer hardware and networks in International Class 37.				
Registered USinternetworking, Inc.	026523-0014-011	75/646403 2387201	23-Feb-1999 19-Sep-2000 01-Jul-1998	19-Sep-2010
Goods: Amended recitation reads: "Electronic transmission, receiving and routing of electronic				
Registered USinternetworking, Inc.	026523-0014-013	75/646316 2485726	23-Feb-1999 04-Sep-2001	04-Sep-2011
Goods: Computer services offered via a global computer information network, namely, monitoring the				

IMAP
37, 42

PRIORITYPEERING
38

GEMC
42

**USInternetworking, Inc.
Intellectual Property Report (Costa Mesa, CA)**

Monday, October 15, 2001

**COUNTRY OR
Trademark Name
Class(es)**

United States of America
GLOBAL ENTERPRISE
MANAGEMENT CENTER
42

Status Owner	Case Number	Appl. No. Reg. No.	Filing Date Reg. Date First Use Date	Renewal Date
Registered USInternetworking, Inc.	026523-0014-014	75/646318 2456505	23-Feb-1999 29-May-2001	29-May-2011
Goods: Computer services, namely, monitoring the computer systems of others and providing				
Registered USInternetworking, Inc.	026523-0014-016	75/678438 2,374,055	09-Apr-1999 01-Aug-2000 01-Jul-1998	01-Aug-2010
Goods: Designing, implementing and maintaining websites, web pages and software applications				
Suspended USInternetworking, Inc.	026523-0014-034	75/720777	03-Jun-1999	
Goods: Computer services, namely, making software available on computer information networks for				
Pending USInternetworking, Inc.	026523-0014-039	75/909532	03-Feb-2000 06-Mar-1999	
Goods: Application Service Provider services, namely providing remote access to software in the fields				

INTERNET MANAGED APPLICATION
PROVIDER
42

APPHOST
42

MAKING SOFTWARE SIMPLE
42

**USInternetworking, Inc.
Intellectual Property Report (Costa Mesa, CA)**

Monday, October 15, 2001

Page: 7

COUNTRY OR Trademark Name Class(es)	Status Owner	Case Number	Appl. No. Reg. No.	Filing Date Reg. Date First Use Date	Renewal Date
<u>United States of America</u> USi CONNECTS & Design 36, 42	Pending USInternetworking, Inc.	026523-0014-040	76/080620	28-Jun-2000 08-Mar-2000	
	Goods: Charitable fund raising, in International Class 36.				
USIGSP 42	Pending USInternetworking, Inc.	026523-0014-041	76/047838	11-May-2000 09-Feb-2000	
	Goods: Computer services, namely, the integration, maintenance and monitoring of computer				
USI GLOBAL SERVICES PLATFORM 42	Pending USInternetworking, Inc.	026523-0014-042	76/047841	11-May-2000 09-Feb-2000	
	Goods: Computer services, namely, the integration, maintenance and monitoring of computer				
USISAN 38, 42	Unfiled USInternetworking, Inc.	026523-0014-043			
	Goods: Proposed description: Electronic storage of data, in International Class 38; and				

**USInternetworking, Inc.
Intellectual Property Report (Costa Mesa, CA)**

Monday, October 15, 2001

**COUNTRY OR
Trademark Name
Class(es)**

United States of America
USI STORAGE AREA NETWORK
38, 42

**Status
Owner**

Unfiled
USInternetworking, Inc.

Case Number

026523-0014-044

Goods: Proposed description: Electronic storage of data, in International Class 38; and

USIMIRROR
42

Pending
USInternetworking, Inc.

**Appl. No.
Reg. No.**

026523-0014-045

08-Jun-2000

01-Aug-1998

Goods: Proposed description: Computer services; namely, data recovery services that provide

USILINK
42

Pending
USInternetworking, Inc.

76/067587

09-Jun-2000

01-Oct-1998

Goods: Application Service Provider (ASP), namely, hosting computer software applications of

USIACCELERATE
42

Pending
USInternetworking, Inc.

76/065456

06-Jun-2000

01-Mar-2000

Goods: Computer services, namely, a platform that provides application delivery capability for

**USinternetworking, Inc.
Intellectual Property Report (Costa Mesa, CA)**

Monday, October 15, 2001

Page: 9

COUNTRY OR

**Trademark Name
Class(es)**

**Status
Owner** **Case Number** **Appl. No.
Reg. No.** **Filing Date
Reg. Date** **Renewal Date**
First Use Date

United States of America

USIMAIL
38,42

Unfiled 026523-0014-048
USinternetworking, Inc.

Goods: Proposed description: Electronic storage of data, in International Class 38; and

USIGSP
9

Pending 026523-0014-049
USinternetworking, Inc.

76/047840 11-May-2000

Goods: Computer software and applications for use in electronic commerce, electronic procurement,

USI GLOBAL SERVICES PLATFORM
9

Pending 026523-0014-050
USinternetworking, Inc.

76/047845 11-May-2000

Goods: Computer software and applications for use in electronic commerce, electronic procurement,

USI (Block Letters)
42

Pending 026523-0014-052
USinternetworking, Inc.

76/083369 05-Jul-2000
04-Feb-1998

Goods: Application Service Provider (ASP), namely, hosting computer software applications of

**USInternetworking, Inc.
Intellectual Property Report (Costa Mesa, CA)**

Monday, October 15, 2001

**COUNTRY OR
Trademark Name
Class(es)**

**United States of America
USINTERNETWORKING (Block
42**

**Status
Owner**

Pending
USInternetworking, Inc.

Case Number

026523-0014-053

**Appl. No.
Reg. No.**

76/084227

**Filing Date
Reg. Date
First Use Date**

06-Jul-2000
04-Feb-1998

Renewal Date

Goods: Application Service Provider (ASP), namely,
hosting computer software applications of

USI
38

Pending
USInternetworking, Inc.

76/091099

18-Jul-2000
04-Feb-1998

Goods: Electronic transmission and storage of data and
information through a global computer network;

USINTERNETWORKING (Block
38

Pending
USInternetworking, Inc.

026523-0014-055

76/090802

18-Jul-2000
04-Feb-1998

Goods: Electronic transmission and storage of data and
information through a global computer network;

USICONNECTS
36, 42

Pending
USInternetworking, Inc.

026523-0014-057

76/122450

01-Sep-2000
08-Mar-2000

Goods: Charitable fund raising, in International Class
36.

COUNTRY OR
Trademark Name
Class(es)

United States of America
WORK HERE. LIVE HERE. GIVE
36, 42

Status
Owner

Pending
USinternetworking, Inc.

Case Number

026523-0014-058

Appl. No.
Reg. No.

76/121357

Filing Date
Reg. Date
First Use Date

01-Sep-2000

08-Mar-2000

Goods: Charitable fund raising, in International Class
36.

Schedule II**Patents****SUMMARIES**

USI - 1 U.S. Serial No. 09/579,374 filed May 26, 2000.

Assignment Recordation - October 2, 2000

Per USinternetworking's request, no PCT (foreign filing) has been filed on this matter.

No Office Action has been issued yet.

USI - 3 Provisional Application U.S. Serial No. 60/269,017 filed February 15, 2001.

Regular U.S. and/or PCT application due for filing on February 15, 2001.

USI - 4 Provisional Application U.S. Serial No. 60/269,018 filed February 15, 2001.

Regular U.S. and/or PCT application due for filing on February 15, 2001.

Schedule III

Copyrights

None.

Schedule IV

Licenses

Microsoft Commercial Agreement dated November 10, 2000

Outsourcer Alliance Agreement with PeopleSoft dated June 30, 1998, as amended

SiebelNet Agreement dated July 12, 2001