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Date of Deposit 10/30/01

12-06-2001

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is presented to: Assistant Commissioner for Trademark, 2900 Crystal Dr., Arlington, VA 22202-3513.



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

101908746

LARISA BURSHTEYN  
(Type or Print Name of Person Mailing Paper or Fee)

RECORDATION FORM COVER SHEET

(Signature of Person Mailing Paper or Fee)

TRADEMARKS ONLY

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

<p>Submission Type</p> <input checked="" type="checkbox"/> New <u>10-30-01</u> <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/> <input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/> <input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<p>Conveyance Type</p> <input type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger Effective Date Month Day Year <input type="text"/> <u>6/22/01</u> <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <input type="text"/> Termination, Release & Reassignment of Security Interest
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Conveying Party  Mark if additional names of conveying parties

Name  The Chase Manhattan Bank Execution Date  
 Month Day Year  7/2/01

Individual  General Partnership  Limited Partnership  Banking Corporation  Association

Citizenship/State of Incorporation/Organization  New York

In Favor of  Service Metrics, Inc.

Individual  General Partnership  Limited Partnership  Corporation  Association

Corporation/State of Incorporation/Organization  Delaware

Receiving Party  Mark if additional names of receiving parties attached

Name  Exodus Communications, Inc.

DBA/AKA/TA

Composed of

Address (line 1)  2831 Mission College Boulevard

Address (line 2)

Address (line 3)  Santa Clara  California  95054-1838

City State/Country Zip Code

Individual  General Partnership  Limited Partnership  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.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Delaware

12/05/2001 LNUELLER 00000182 75860603  
01 FC:481 40.00 OP  
02 FC:482 125.00 OP

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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 11105/DOCS/1218780.1  
REEL: 002403 FRAME: 0607

**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

(650) 494-0600

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).

**Trade Application Numbers**

**Registration Numbers**

75/860,603  
75/782,840  
75/860,602

2,392,401  
2,374,065  
2,390,616

**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

**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.

Karen M. Kitterman, Esq.  
Name of Person Signing

*Karen M. Kitterman*  
Signature

October 29, 2001  
Date Signed

TERMINATION, RELEASE AND REASSIGNMENT  
OF SECURITY INTEREST

This Termination, Release and Reassignment of Security Interest (this "Release"), dated as of July 2, 2001, is executed by The Chase Manhattan Bank, a New York banking corporation ("Chase Manhattan"), in favor of Service Metrics, Inc., a Delaware corporation (the "Company"). (Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in (i) the Credit Agreement dated as of October 31, 2000 (the "Credit Agreement") by and among Exodus Communications, Inc., a Delaware corporation ("Exodus"), Chase Manhattan, as Administrative Agent and Collateral Agent for the Lenders set forth therein, and Chase Manhattan International Limited, as London Agent, and (ii) the Security Agreement dated as of October 31, 2000 (the "Security Agreement") by and among Exodus, the Guarantors set forth therein, including the Company, and Chase Manhattan, as Collateral Agent for the Secured Parties set forth therein.)

A. Pursuant to the terms of the Security Agreement, the Company granted Chase Manhattan, for the ratable benefit of the Secured Parties, a security interest in, to and under each trademark and trademark application listed on Schedule I hereto ("Trademarks"), together with all goodwill associated with or symbolized by the Trademarks and all other assets, rights and interests that uniquely reflect or embody such goodwill (collectively, the "Trademark Collateral").

B. On April 23, 2001, Chase Manhattan recorded a Grant of Security Interest (Trademarks) ("Trademark Assignment") with the United States Patent and Trademark Office, as document No. 101692129, at Reel 002277, Frame 0087.

C. Exodus has given notice on June 22, 2001, of the termination of the unused Commitments and of the prepayment of all outstanding Loans on July 2, 2001, in each case in accordance with the provisions of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Chase Manhattan hereby releases, terminates and discharges all of its right, title and interest in, to or under the Trademark Collateral (including but not limited to the security interest granted to Chase Manhattan by the Security Agreement and the Trademark Assignment). Any right, title and interest of Chase Manhattan in, to and under the Trademark Collateral shall hereby cease and become void, and the Trademark Assignment shall hereby terminate.

2. Chase Manhattan hereby agrees to execute such instruments and to take such other actions as the Company shall reasonably request to terminate any security interest in the Trademark Collateral pursuant to the Security Agreement and the Trademark Assignment, and otherwise to effectuate the release of the Trademark Collateral from the lien of such security interest.

3. Chase Manhattan acknowledges and agrees that the Company and its successors and assigns may rely upon this Release, and Chase Manhattan further consents to the issuance to the Company by the Commissioner of Patents and Trademarks of Certificates of Registration as evidence of ownership by the Company of the Trademarks listed on Schedule I hereto, and the recordation of a copy hereof in the United States Patent and Trademark Office and elsewhere as may be necessary or desirable to give full effect hereto.

4. Chase Manhattan's address is:

The Chase Manhattan Bank  
270 Park Avenue  
New York, NY 10017  
Attn: Tracey Ewing

The Company's address is:

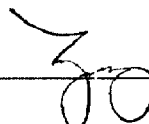
Exodus Communications, Inc.  
2831 Mission College Boulevard  
Santa Clara, CA 95054

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

THE CHASE MANHATTAN BANK,  
As Collateral Agent

By \_\_\_\_\_

Its \_\_\_\_\_



TRACEY NAVIN EWING  
Vice President

**TRADEMARKS**

<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Status</u>
United States	SERVICE METRICS	42	75/513,366	7/ 6/98	2,392,401	10/ 3/00	Registered
United States	SM-SCENARIO	42	75/860,603	11/29/99			Pending
United States	SM-WEBPOINT	42	75/782,840	8/23/99			Pending
United States	THE BEST MEASURE OF PERFORMANCE	42	75/713,697	5/25/99	2,374,065	8/ 1/00	Registered
United States	THE BEST MEASURE OF PERFORMANCE	9	75/713,760	5/25/99	2,390,616	9/26/00	Registered
United States	WE DON'T JUST HELP YOU COMPETE WE GIVE YOU AN UNFAIR ADVANTAGE	42	75/860,602	11/29/99			Pending