



08-29-2002



102205528

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Submission Type

New 08-23-02

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
02/01/2002

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
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

FOR OFFICE USE ONLY

08/28/02 08:40:11 0651-0027  
45.00 14  
175.00 0F

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

**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

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).

| Trademark Application Number(s)        |                      |                      | Registration Number(s)               |                                      |                      |
|--|----------------------|----------------------|--------------------------------------|--------------------------------------|----------------------|
| <input type="text" value="76/058027"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="2289845"/> | <input type="text" value="1986147"/> | <input type="text"/> |
| <input type="text" value="78/029842"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="2486578"/> | <input type="text" value="2391980"/> | <input type="text"/> |
| <input type="text"/>                   | <input type="text"/> | <input type="text"/> | <input type="text" value="2371376"/> | <input type="text" value="2174104"/> | <input type="text"/> |

**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**

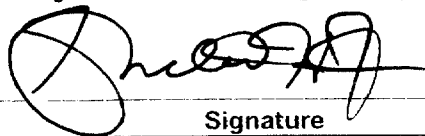
(Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

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.

Sheldon H. Klein  
Name of Person Signing

  
Signature

August 22, 2002  
Date Signed

## EXECUTION COPY

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of this 1st day of February, 2002, by and among Exodus Communications, Inc., a Delaware corporation ("Exodus"), American Information Systems, Inc., an Illinois corporation, Arca Systems, Inc., a Delaware corporation, Cohesive Technology Solutions, Inc., a Delaware corporation, GlobalCenter Holding, Co., a Delaware corporation, GlobalCenter, Inc., a Delaware corporation, Service Metrics, Inc., a Delaware corporation and Keylabs, Inc., a Utah corporation ("Keylabs") (each of the foregoing, an "Assignor", and collectively, the "Assignors"), in favor of Digital Island Inc (the "Assignee"), for its benefit.

## WITNESSETH:

WHEREAS, the Assignors (other than Keylabs) and the Assignee are parties to an Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of November 29, 2001, as amended by the Amendment #1 to Asset Purchase Agreement dated as of January 10, 2002 and the Amendment #2 to Asset Purchase Agreement dated as of January 31, 2002, pursuant to which the Assignee has acquired all of the Assignors' right, title and interest in and to all of the Trademarks (as defined in the Asset Purchase Agreement) that are comprised within the Exodus Owned Intellectual Property (as defined in the Asset Purchase Agreement), including, without limitation, those Trademarks listed in Schedule I hereto (all such Trademarks referred to collectively as the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee each hereby agree as follows:

1. Assignment. Each of the Assignors hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from each of the Assignors, all of such Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with any of the Assigned Trademarks, and all past and present goodwill associated with the Assigned Trademarks and symbolized thereby, and all records and files related to the Assigned Trademarks, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignors in all matters related to the Assigned Trademarks. With respect to all of the trademarks in the intent-to-use U.S. applications comprised within the Assigned Trademarks, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, to which the trademarks pertain is also being transferred to Assignee pursuant to the Asset Purchase Agreement. This Assignment is intended to be an absolute assignment and not by way of security.

2. Further Assurances. Each of the Assignors agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other

documentation as may be reasonably required to effect the terms of this Assignment. The Assignors further agree to negotiate in good faith and execute promptly after the date hereof a power of attorney in favor of the Assignee or its designees for the purpose of enabling the Assignee to take actions to effect the purposes of this Assignment. If the Assignors or the Assignee should discover at any time after the date hereof the existence of any Trademarks that are comprised within the Exodus Owned Intellectual Property that were not included in Schedule I ("Discovered Trademarks"), then the Assignors and the Assignee promptly shall amend Schedule I to include such Discovered Trademarks and the Assignors shall cooperate with the Assignee with respect to such Discovered Trademarks in accordance with this paragraph 2. The Assignee, or its successors or assigns, as the case may be, shall be responsible for all reasonable out-of-pocket costs and expenses incurred by the Assignors in executing and delivering any of the foregoing in this paragraph 2, which costs and expenses, for the avoidance of doubt, shall not include attorneys' fees incurred in connection with the foregoing in this paragraph 2.


3. Liabilities. The terms and provisions of the assumption of liabilities by the Assignee are set forth in the Asset Purchase Agreement and related documents between the Assignors and the Assignee. Nothing expressed or implied in this Assignment shall be deemed to be an assumption by the Assignee of any liabilities of any Assignor. The Assignee does not by this Assignment assume or agree to pay, satisfy, discharge or perform any liability, obligation, contract or indebtedness of any Assignor of any nature, kind or description whatsoever.

4. Miscellaneous. Except to the extent the mandatory provisions of the Bankruptcy Code (as defined in the Asset Purchase Agreement) apply, this Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

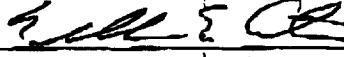
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IN WITNESS WHEREOF, each of the Assignors and Assignee have executed this Assignment of Trademarks as of the day and year first above written.


EXODUS COMMUNICATIONS, INC.

By:   
Name: William M. Austin  
Title: Executive Vice President, Finance,  
Chief Administrative Officer and  
Chief Financial Officer

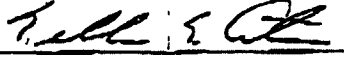
GLOBALCENTER INC.

By:   
Name: William M. Austin  
Title: Chief Financial Officer


SERVICE METRICS, INC.

By:   
Name: William M. Austin  
Title: Chief Financial Officer


AMERICAN INFORMATION SYSTEMS, INC.

By:   
Name: William M. Austin  
Title: Chief Financial Officer

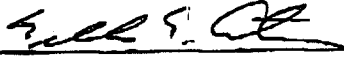
GLOBAL CENTER HOLDING, CO.

By:   
Name: William M. Austin  
Title: Chief Financial Officer

ARCA SYSTEMS, INC.

By:   
Name: William M. Austin  
Title: Chief Financial Officer

COHESIVE TECHNOLOGY SOLUTIONS, INC.

By:   
Name: William M. Austin  
Title: Chief Financial Officer

DIGITAL ISLAND INC.

By:   
Name: Chris Albinson  
Title: Chief Strategy Officer

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

State of New York )  
  ss.:  
County of Nassau )

*Chris Albinson*

On the 1 day of February in the year 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared [Signature], personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which these individuals acted, executed the instrument.

*Luigi Bianco*  
Notary Public

My commission expires: 10/01/2005

Dated: 02/01/02

**LUIGI BIANCO**  
**NOTARY PUBLIC, State of New York**  
**No. 015553555**  
**Qualified in Nassau County**  
**Commission Expires Oct. 1, 2005**

**SCHEDULE I  
ASSIGNED TRADEMARKS**

| Mark      | Country                      | Owner                 | Class  | App. No.       | App. Date | Reg. No.  | Reg. Date | Status     |
|-----------|------------------------------|-----------------------|--------|----------------|-----------|-----------|-----------|------------|
| BOOTWORKS | United States                | KeyLabs               | 9      | 75/238,808     | 2/10/97   | 2,138,748 | 2/24/98   | Registered |
| EXODUS    | Australia                    | Exodus Communications | 42     | 825,245        | 2/25/00   |           |           | Pending    |
| EXODUS    | Brazil                       | Exodus Communications | 42     | 822,746,972    | 5/23/00   |           |           | Pending    |
| EXODUS    | Canada                       | Exodus Communications | [42]   | 1,061,047      | 5/30/00   |           |           | Pending    |
| EXODUS    | China (People's Republic Of) | Exodus Communications | 42     | 2000/079,324   | 6/ 6/00   |           |           | Pending    |
| EXODUS    | Czech Republic               | Exodus Communications | 42     | 0-155,809-2000 | 5/26/00   |           |           | Pending    |
| EXODUS    | European Union               | Exodus Communications | 38, 42 | 988,055        | 11/10/98  | 988,055   | 5/10/00   | Registered |
| EXODUS    | India                        | Exodus Communications | 9      | 929,525        | 6/ 2/00   |           |           | Pending    |
| EXODUS    | Indonesia                    | Exodus Communications | 42     | JW 12059       | 6/ 7/00   |           |           | Pending    |
| EXODUS    | Japan                        | Exodus Communications | 38, 42 | H11-061367     | 7/ 8/99   | 4508918   | 9/21/01   | Registered |
| EXODUS    | Malaysia                     | Exodus Communications | 42     | 2000/8,203     | 6/23/00   |           |           | Pending    |
| EXODUS    | Mexico                       | Exodus Communications | 42     | 427,605        | 8/ 9/00   | 678,426   | 5/26/00   | Registered |
| EXODUS    | New Zealand                  | Exodus Communications | 42     | 614,971        | 5/19/00   | 614,971   | 5/19/00   | Registered |
| EXODUS    | Singapore                    | Exodus Communications | 35     | 7,259/00       | 5/ 3/00   |           |           | Pending    |
| EXODUS    | Singapore                    | Exodus Communications | 42     | 3,379/00       | 3/ 3/00   |           |           | Pending    |
| EXODUS    | South Korea                  | Exodus Communications | 42     | 2000-15,620    | 5/31/00   | 71,506    | 11/05/01  | Registered |

| Mark   | Country                      | Owner                 | Class  | App. No.       | App. Date | Reg. No.  | Reg. Date | Status     |
|--|------------------------------|-----------------------|--------|----------------|-----------|-----------|-----------|------------|
| EXODUS   | Thailand                     | Exodus Communications | 42     | 422258         | 6/7/00    | Bor13,285 | 6/7/00    | Registered |
| EXODUS   | United States                | Exodus Communications | 42     | 75/391,548     | 11/17/97  | 2,289,845 | 11/2/99   | Registered |
| EXODUS & EXODUS COMMUNICATIONS (In Series)           | Hong Kong                    | Exodus Communications | 38, 42 | 11,066/2000    | 5/19/00   |           |           | Pending    |
| EXODUS (and Design - Horizontal & Stacked in Series) | Hong Kong                    | Exodus Communications | 38, 42 | 11,067/2000    | 5/19/00   |           |           | Pending    |
| EXODUS (and Design - Horizontal & Stacked in Series) | Malaysia                     | Exodus Communications | 42     | 2000/8,204     | 6/23/00   |           |           | Pending    |
| EXODUS (and Design Horizontal)                       | Australia                    | Exodus Communications | 42     | 838,996        | 6/15/00   |           |           | Pending    |
| EXODUS (and Design Horizontal)                       | Brazil                       | Exodus Communications | 42     | 822,746,999    | 5/23/00   |           |           | Pending    |
| EXODUS (and Design Horizontal)                       | Canada                       | Exodus Communications | [42]   | 1,061,049      | 5/30/00   |           |           | Pending    |
| EXODUS (and Design Horizontal)                       | China (People's Republic Of) | Exodus Communications | 42     | 2000/079,326   | 6/6/00    |           |           | Pending    |
| EXODUS (and Design Horizontal)                       | Czech Republic               | Exodus Communications | 42     | 0-155,812-2000 | 5/26/00   | 237,408   | 10/22/01  | Registered |
| EXODUS (and Design Horizontal)                       | European Union               | Exodus Communications | 38, 42 | 1,733,922      | 6/16/00   |           |           | Published  |
| EXODUS (and Design Horizontal)                       | India                        | Exodus Communications | 9      | 929,528        | 6/2/00    |           |           | Pending    |
| EXODUS (and Design Horizontal)                       | Indonesia                    | Exodus Communications | 42     | JW 12061       | 6/7/00    |           |           | Pending    |
| EXODUS (and Design Horizontal)                       | Japan                        | Exodus Communications | 42     | 2000-66694     | 6/15/00   | 4508989   | 9/21/01   | Registered |
| EXODUS (and Design Horizontal)                       | Mexico                       | Exodus Communications | 42     | 427,607        | 5/26/00   | 690,346   | 3/23/01   | Registered |
| EXODUS (and Design Horizontal)                       | New Zealand                  | Exodus Communications | 42     | 614,974        | 5/19/00   |           |           | Published  |



| Mark                           | Country                      | Owner                 | Class  | App. No.       | App. Date | Reg. No.  | Reg. Date | Status     |
|--------------------------------|------------------------------|-----------------------|--------|----------------|-----------|-----------|-----------|------------|
| EXODUS (and Design Horizontal) | Singapore                    | Exodus Communications | 42     | 10,627/00      | 6/20/00   |           |           | Pending    |
| EXODUS (and Design Horizontal) | South Korea                  | Exodus Communications | 42     | 2000-15,619    | 5/31/00   | 71,505    | 11/05/01  | Registered |
| EXODUS (and Design Horizontal) | Thailand                     | Exodus Communications | 42     | 422260         | 6/7/00    | Bor13,284 | 6/7/00    | Registered |
| EXODUS (and Design Stacked)    | Brazil                       | Exodus Communications | 42     | 822,747,006    | 5/23/00   |           |           | Pending    |
| EXODUS (and Design Stacked)    | Canada                       | Exodus Communications | [42]   | 1,061,200      | 5/30/00   |           |           | Pending    |
| EXODUS (and Design Stacked)    | China (People's Republic Of) | Exodus Communications | 42     | 2000/079,327   | 6/6/00    |           |           | Pending    |
| EXODUS (and Design Stacked)    | Czech Republic               | Exodus Communications | 42     | 0-155,811-2000 | 5/26/00   | 237,407   | 10/22/01  | Registered |
| EXODUS (and Design Stacked)    | India                        | Exodus Communications | 9      | 929,527        | 6/2/00    |           |           | Pending    |
| EXODUS (and Design Stacked)    | Indonesia                    | Exodus Communications | 42     | JW 12062       | 6/7/00    |           |           | Pending    |
| EXODUS (and Design Stacked)    | Japan                        | Exodus Communications | 38, 42 | H11-061369     | 7/8/99    | 4508920   | 9/21/01   | Registered |
| EXODUS (and Design Stacked)    | Mexico                       | Exodus Communications | 42     | 427,608        | 5/26/00   | 690,347   | 3/23/01   | Registered |
| EXODUS (and Design Stacked)    | New Zealand                  | Exodus Communications | 42     | 614,973        | 5/19/00   | 614,973   | 5/19/00   | Registered |
| EXODUS (and Design Stacked)    | Singapore                    | Exodus Communications | 42     | 3,380/00       | 3/3/00    |           |           | Pending    |
| EXODUS (and Design Stacked)    | South Korea                  | Exodus Communications | 42     | 2000-15,618    | 5/31/00   | 71,504    | 11/05/01  | Registered |
| EXODUS (and Design Stacked)    | Thailand                     | Exodus Communications | 42     | 422261         | 6/7/00    | Bor13,283 | 6/7/00    | Registered |
| EXODUS (and design)            | Australia                    | Exodus Communications | 42     | 825,247        | 2/25/00   |           |           | Pending    |
| EXODUS (and design)            | European Union               | Exodus Communications | 42     | 1,013,887      | 12/8/98   | 1,013,887 | 3/17/00   | Registered |

| Mark                  | Country                      | Owner                 | Class  | App. No.       | App. Date | Reg. No.  | Reg. Date | Status     |
|-----------------------|------------------------------|-----------------------|--------|----------------|-----------|-----------|-----------|------------|
| EXODUS (and design)   | Singapore                    | Exodus Communications | 35     | 7,255/00       | 5/ 3/00   |           |           | Pending    |
| EXODUS (and design)   | United States                | Exodus Communications | 38, 42 | 75/611,555     | 12/21/98  | 2,486,578 | 9/11/01   | Registered |
| EXODUS COMMUNICATIONS | Australia                    | Exodus Communications | 42     | 825,248        | 2/25/00   |           |           | Pending    |
| EXODUS COMMUNICATIONS | Brazil                       | Exodus Communications | 42     | 822,746,980    | 5/23/00   |           |           | Pending    |
| EXODUS COMMUNICATIONS | Canada                       | Exodus Communications | [42]   | 1,061,048      | 5/30/00   |           |           | Pending    |
| EXODUS COMMUNICATIONS | China (People's Republic Of) | Exodus Communications | 42     | 2000/079,325   | 6/ 6/00   |           |           | Pending    |
| EXODUS COMMUNICATIONS | Czech Republic               | Exodus Communications | 42     | 0-155,810-2000 | 5/26/00   |           |           | Registered |
| EXODUS COMMUNICATIONS | European Union               | Exodus Communications | 38, 42 | 1,223,866      | 6/24/99   | 1,223,866 | 6/29/00   | Registered |
| EXODUS COMMUNICATIONS | India                        | Exodus Communications | 9      | 929,526        | 6/ 2/00   |           |           | Pending    |
| EXODUS COMMUNICATIONS | Indonesia                    | Exodus Communications | 42     | JW 12060       | 6/ 7/00   |           |           | Pending    |
| EXODUS COMMUNICATIONS | Japan                        | Exodus Communications | 38, 42 | H11-61368      | 7/ 8/99   | 4508919   | 9/21/01   | Registered |
| EXODUS COMMUNICATIONS | Malaysia                     | Exodus Communications | 42     | 2000/7,853     | 6/16/00   |           |           | Pending    |
| EXODUS COMMUNICATIONS | Mexico                       | Exodus Communications | 42     | 427,606        | 8/ 9/00   | 678,427   | 5/26/00   | Registered |
| EXODUS COMMUNICATIONS | New Zealand                  | Exodus Communications | 42     | 614,972        | 5/19/00   | 614,972   | 5/19/00   | Registered |
| EXODUS COMMUNICATIONS | Singapore                    | Exodus Communications | 35     | 7,257/00       | 5/ 3/00   |           |           | Pending    |
| EXODUS COMMUNICATIONS | Singapore                    | Exodus Communications | 42     | 3,381/00       | 3/ 3/00   |           |           | Pending    |
| EXODUS COMMUNICATIONS | South Korea                  | Exodus Communications | 42     | 2000-15,621    | 5/31/00   | 71,503    | 11/05/01  | Registered |

| Mark                                   | Country        | Owner                 | Class | App. No.    | App. Date | Reg. No.   | Reg. Date | Status     |
|--|----------------|-----------------------|-------|-------------|-----------|------------|-----------|------------|
| EXODUS COMMUNICATIONS                  | Thailand       | Exodus Communications | 42    | 422259      | 6/7/00    | Bor13710   | 6/7/00    | Registered |
| EXODUS COMMUNICATIONS                  | United States  | Exodus Communications | 38    | 74/643,549  | 3/8/95    | 2,371,376  | 7/25/00   | Registered |
| GLOBALCENTER                           | United States  | Exodus Communications | 38    | 74/575,930  | 9/20/94   | 2,030,727  | 1/14/97   | Registered |
| GLOBALCENTER                           | United States  | Exodus Communications | 9     | 74/575,819  | 9/20/94   | 2,030,726  | 1/14/97   | Registered |
| IMAGEBLASTER                           | United States  | KeyLabs               | 9     | 75/238,815  | 2/10/97   | 2,413,350  | 12/19/00  | Registered |
| INFRASTRUCTURE FOR THE DIGITAL ECONOMY | European Union | Exodus Communications | 42    | 1,983,121   | 11/22/00  |            |           | Pending    |
| INFRASTRUCTURE FOR THE DIGITAL ECONOMY | United States  | Exodus Communications | 42    | 76/058,027  | 5/25/00   |            |           | Pending    |
| LABEXPERT                              | United States  | KeyLabs               | 42    | 75/238,625  | 2/10/97   | 2,142,461  | 3/10/98   | Registered |
| MULTIPATH                              | United States  | Exodus Communications | 42    | 75/464,963  | 4/8/98    | 2,391,980  | 10/3/00   | Registered |
| MISCELLANEOUS DESIGN                   | United States  | Exodus Communications | 38    | 74/543,170  | 6/27/94   | 1,986,147  | 7/9/96    | Registered |
| PLATINUM365                            | United States  | Exodus Communications | 42    | 78/029842   | 10/10/00  |            |           | Pending    |
| SERVICE METRICS                        | United States  | Service Metrics       | 42    | 75/513,366  | 7/6/98    | 2,392,401  | 10/3/00   | Registered |
| SM-SCENARIO                            | Australia      | Service Metrics       | 42    | 834,106     | 5/5/00    | 834,106    | 10/20/00  | Registered |
| SM-SCENARIO                            | Brazil         | Service Metrics       | 42    | 822,764,687 | 5/29/00   |            |           | Published  |
| SM-SCENARIO                            | European Union | Service Metrics       | 42    | 1,645,530   | 5/9/00    |            |           | Pending    |
| SM-SCENARIO                            | Japan          | Service Metrics       | 42    | 2000-57,838 | 5/26/00   |            |           | Pending    |
| SM-SCENARIO                            | Singapore      | Service Metrics       | 42    | 77,092      | 5/10/00   | T00/07792Z | 11/29/99  | Registered |
| SM-SCENARIO                            | United States  | Service Metrics       | 42    | 75/860,603  | 11/29/99  | 2,404,126  | 11/14/00  | Registered |
| SM-WEBPOINT                            | Australia      | Service Metrics       | 42    | 824,590     | 2/18/00   | 824,590    | 1/12/01   | Registered |

| Mark   | Country        | Owner                 | Class      | App. No.    | App. Date | Reg. No.  | Reg. Date | Status     |
|--|----------------|-----------------------|------------|-------------|-----------|-----------|-----------|------------|
| SM-WEBPOINT  | Brazil         | Service Metrics       | 42         | 822,467,852 | 6/15/00   |           |           | Pending    |
| SM-WEBPOINT  | European Union | Service Metrics       | 35, 38, 42 | 1,520,840   | 2/22/00   | 1,520,840 | 5/7/01    | Registered |
| SM-WEBPOINT  | Japan          | Service Metrics       | 42         | 2000/14,097 | 2/21/00   |           |           | Pending    |
| SM-WEBPOINT  | Singapore      | Service Metrics       | 42         | 7,793       | 5/10/00   |           |           | Pending    |
| SM-WEBPOINT  | United States  | Service Metrics       | 42         | 75/782,840  | 8/23/99   | 2,405,845 | 11/21/00  | Registered |
| THE BEST MEASURE OF PERFORMANCE                                | United States  | Service Metrics       | 42         | 75/713,697  | 5/25/99   | 2,374,065 | 8/1/00    | Registered |
| THE BEST MEASURE OF PERFORMANCE                                | United States  | Service Metrics       | 9          | 75/713,760  | 5/25/99   | 2,390,616 | 9/26/00   | Registered |
| THE INTERNET DATA CENTER COMPANY                               | United States  | Exodus Communications | 37, 41, 42 | 75/352,973  | 9/8/97    | 2,174,104 | 7/14/98   | Registered |
| WE DON'T JUST HELP YOU COMPETE WE GIVE YOU AN UNFAIR ADVANTAGE | United States  | Service Metrics       | 42         | 75/860,602  | 11/29/99  | 2,507,976 | 11/13/01  | Registered |

I, an attorney at law, associated with  
 cloory, Gortch, Steyn & Hamilton, pur-  
 suant to Section 2105 of the Civil Practice  
 Law and Rules, do hereby certify that I  
 have compared the within copy with the  
 original, and have found it to be a true  
 and complete copy thereof.

Dated: 2/05/02

*Thomas Steyn*