



09-03-2002



102210667

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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

08/30/2002 DBYRNE

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40.00 DP
50.00 DP

01 FC:481
02 FC:48E

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)

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.)

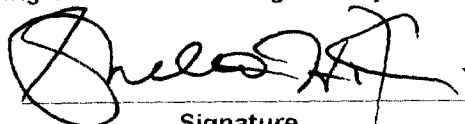
Deposit Account Number: #

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



August 22, 2002

Name of Person Signing

Signature

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

TRADEMARK

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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.


GLOBALCENTER INC.

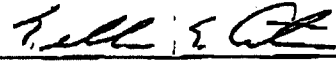
By: 
Name: William M. Austin
Title: Executive Vice President, Finance,
Chief Administrative Officer and
Chief Financial Officer

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

SERVICE METRICS, INC.


AMERICAN INFORMATION SYSTEMS, INC.

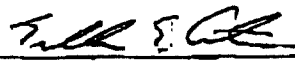
By: 
Name: William M. Austin
Title: Chief Financial Officer

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

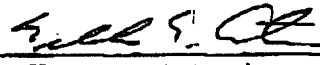
GLOBAL CENTER HOLDING, CO.

ARCA SYSTEMS, INC.

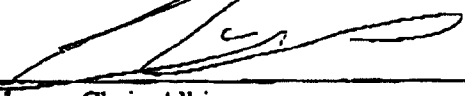
By: 
Name: William M. Austin
Title: Chief Financial Officer

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 Robinson

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. 018100450
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 DONT 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 Cleary, Gottlieb, Steen & Hamilton, pursuant to Section 2105 of the Civil Procedure 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: 2/25/02

Thomas Seiple