

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cable & Wireless PLC		09/17/2003	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	Cable & Wireless Internet Services, Inc.
Street Address:	4650 Old Ironsides Drive, B-12
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2289845	EXODUS
Registration Number:	2486578	EXODUS
Registration Number:	2371376	EXODUS COMMUNICATIONS

CORRESPONDENCE DATA	
Fax Number:	(202)857-6395
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202/857-6000
Email:	mccann.kathleen@arentfox.com
Correspondent Name:	Sheldon H. Klein, Esq.
Address Line 1:	1050 Connecticut Avenue, N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	027078.00001
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NAME OF SUBMITTER:	Kathleen C. McCann
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Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of this 17th day of September, 2003, by and among Cable and Wireless plc, a public limited company organized under the laws of England and Wales (the "Assignor"), in favor of and for the benefit of Cable & Wireless Internet Services, Inc., a Delaware corporation ("CWIS"), and Cable & Wireless USA, Inc., a Delaware corporation ("CWUSA", and along with CWIS, the "Assignees"), pursuant to the terms and conditions of the Separation Agreement between Cable & Wireless plc, Cable & Wireless Americas Operations, Inc., Cable & Wireless Holdings, Inc., CWUSA, and CWIS, dated as of the 17th day of September, 2003 (the "Separation Agreement").

WITNESSETH:

WHEREAS, pursuant to the Separation Agreement the Assignee has acquired all of the Assignors' right, title and interest in and to all of the trademarks and/or service marks that are comprised within the CWA Entities' Purchased Assets (as defined in the Separation Agreement) as reproduced in Schedule I hereto (all such trademarks referred to collectively as the "Assigned Trademarks"); and

WHEREAS, the intent of this Assignment is to effectuate the transfer of the Assigned Trademarks and certain non-material information related to such Assigned Trademarks has been corrected in Schedule I for administrative purposes.

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:

The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignees, and the Assignees hereby purchase and accept from the Assignor, all of 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. This Assignment is intended to be an absolute assignment and not by way of security.

[The remainder of this page has been intentionally left blank.]

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

CABLE AND WIRELESS PLC

By: *Stephen O'Neil*
Name: *Stephen O'Neil*
Title: *Corporate Counsel.*

CABLE & WIRELESS INTERNET SERVICES, INC.

By: *[Signature]*
Name: *JOHN M JORDAN*
Title: *TREASURER*

CABLE & WIRELESS USA, INC.

By: *[Signature]*
Name: *JOHN M JORDAN*
Title: *TREASURER*

**SCHEDULE I
ASSIGNED TRADEMARKS**

FOOTPRINT	1,714,122 (China)	38	C&W	CWIS
FOOTPRINT	1,739,878 (China)	9	C&W	CWIS
global.net	All rights, if any, that C&W may have in and to global.net only to the extent that global.net is a common law trademark or service mark and further subject to any rights that a Person other than C&W may have in global.net.	N/A	C&W	CWUSA
EXODUS and any variation thereof	Any registrations, applications, or common law rights held by C&W	All	C&W	CWIS
EXODUS	2,289,845 (U.S.)	42	C&W	CWIS
EXODUS & DESIGN	2,486,578 (U.S.)	38,42	C&W	CWIS
EXODUS COMMUNICATIONS	2,371,376 (U.S.)	38	C&W	CWIS