

**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 Internet Services, Inc.		02/13/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Savvis Asset Holdings, Inc.
Street Address:	One Savvis Parkway
City:	Town & Country
State/Country:	MISSOURI
Postal Code:	63017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11		
Property Type	Number	Word Mark
Registration Number:	2137844	DIGITAL ISLAND
Registration Number:	2524334	DIGITAL ISLAND
Registration Number:	2348162	FOOTPRINT
Registration Number:	2404656	FOOTPRINT MANAGER
Registration Number:	2511927	
Registration Number:	2495272	SANDPIPER
Registration Number:	2348163	SANDPIPER NETWORKS
Registration Number:	2432671	TRACEWARE
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>	

OP \$290.00 2137844

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

NAME OF SUBMITTER:

Kathleen C. McCann

Total Attachments: 5

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of this 13 day of February, 2004, by and between Cable & Wireless USA, Inc. ("CWUSA"), a Delaware corporation, and Cable & Wireless Internet Services, Inc., a Delaware corporation, ("CWIS," and together with CWUSA and their respective subsidiaries set forth on Annex I to the Asset Purchase Agreement, as defined below, the "Sellers") on the one hand (each an "Assignor" and collectively, "Assignors"), and Savvis Asset Holdings, Inc., a Delaware corporation ("Assignee"), on the other hand. Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of January 23, 2004 (as amended, the "Asset Purchase Agreement"), pursuant to which Assignors have agreed to sell and Assignee has agreed to purchase the Acquired Assets in accordance with the Asset Purchase Agreement; and

WHEREAS, Assignee wishes to acquire and Assignors wish to assign all of their respective right, title and interest in and to the following intellectual property, with each such Assignor assigning the intellectual property with which it is identified as set forth on the attached Schedules: (i) those United States patents and patent applications identified and set forth on Schedule A and the non-United States patents and patent applications identified and set forth on Schedule B (collectively, the "Patents"); (ii) those United States trademark registrations and trademark applications identified and set forth on Schedule C, and the non-United States trademark registrations and trademark applications identified and set forth on Schedule D, in each case, together with all of the goodwill associated therewith (collectively, the "Trademarks"); (iii) those United States copyrights identified and set forth in Schedule E (the "Copyrights"), and (iv) those domain name registrations identified and set forth on Schedule F (the "Domain Names").

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

Each Assignor does hereby sell, assign, transfer, convey and set over to Assignee, all of such Assignor's right, title and interest in and to (i) the Patents, all inventions claimed or disclosed therein, all reissues, reexaminations, continuations, extensions, divisions, supplemental protections thereof and all U.S. and foreign applications and patents or registrations relating thereto; (ii) the Trademarks, together with all extensions and renewals thereof, and all common law rights thereto; (iii) the Copyrights, together with all extensions, reversions and renewals thereof; and (iv) the Domain Names, for Assignee's use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together, with respect to the foregoing, with all income, royalties, damages or payments due or payable as of the effective date of this Assignment and thereafter, including, without limitation, all claims for damages and other relief by reason of past, present or future infringement, dilution, violation, misuse or other unauthorized use of the Patents, Trademarks, Copyrights and Domain Names, with all rights to sue for, and collect the same for Assignee's use

and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

This Assignment shall not become effective unless and until the occurrence of the Final Escrow Closing (as such term is defined in the Closing Escrow Agreement). Should such Final Escrow Closing not occur, this Assignment shall not be, or ever become, valid or enforceable.

Assignors agree to perform such other acts and to execute, acknowledge and/or deliver subsequent to the Closing, such other instruments, documents and other materials which the Assignee, its successors or assigns, may deem proper for the collection or reduction to possession of any of the Patents, Trademarks, Copyrights and Domain Names assigned hereunder or for the collection and enforcement of any claim or right of any kind hereby intended to be sold, conveyed, transferred, assigned and delivered, or intended so to be. If the parties to this Assignment agree that any Patent, Trademark, Copyright or Domain Name was intended by them to be an Acquired Asset was inadvertently not transferred to Assignee as an Acquired Asset under the terms of that certain Bill of Sale and Assignment entered into between the parties as of even date herewith, the parties to this Assignment shall take such actions as may be required to properly convey such Patent, Trademark, Copyright or Domain Name to Assignee hereunder, including without limitation the execution of an amendment to this Assignment.

Assignors hereby request the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Patents, Trademarks, Copyrights and Domain Names to Assignee.

Assignors hereby request the Commissioner of Patents and Trademarks, the Register of Copyrights of the United States and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patents, Trademarks, Copyrights and Domain Names.

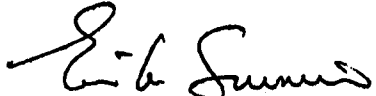
This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

\* \* \* \* \*

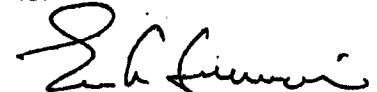
IN WITNESS WHEREOF, the Assignors and Assignee have caused this Assignment to be signed by the undersigned officers thereunto duly authorized on the date first above written.

**Assignors**

CABLE & WIRELESS USA, INC.

  
Name: Eric A. Simonsen  
Title: Vice President

CABLE & WIRELESS INTERNET SERVICES,  
INC.

  
Name: Eric A. Simonsen  
Title: Vice President

**Assignee**

SAVVIS ASSET HOLDINGS, INC.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Assignment to be signed by the undersigned officers thereunto duly authorized on the date first above written.

**Assignors**

CABLE & WIRELESS USA, INC.

CABLE & WIRELESS INTERNET SERVICES, INC.

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Assignee**

SAVVIS ASSET HOLDINGS, INC.



Name: Grier C. Raclio

Title: Chief Legal Officer + Corporate Secretary

**SCHEDULE C**

**U.S. TRADEMARKS**

800 BUSINESS BUILDERS	Cable & Wireless USA, Inc.	2,075,098	07/01/1997	Registered
DIGITAL ISLAND	Cable & Wireless Internet Services, Inc.	2,137,844	02/17/1998	Registered
DIGITAL ISLAND & Design	Cable & Wireless Internet Services, Inc.	2,524,334	01/01/2002	Registered
EXODUS	Cable & Wireless Internet Services, Inc.	2,289,845	11/02/1999	Registered
EXODUS & Design	Cable & Wireless Internet Services, Inc.	2,486,578	09/11/2001	Registered
EXODUS COMMUNICATIONS	Cable & Wireless Internet Services, Inc.	2,371,376	07/25/2000	Registered
FOOTPRINT	Cable & Wireless Internet Services, Inc.	2,348,162	05/09/2000	Registered
FOOTPRINT MANAGER	Cable & Wireless Internet Services, Inc.	2,404,656	11/14/2000	Registered
INTERNET SHOCK ABSORBER	Cable & Wireless USA, Inc.	2,435,908	03/13/2001	Registered
MANAGED 800	Cable & Wireless USA, Inc.	1,840,091	06/14/1994	Registered
Miscellaneous Design (circle w wavy line)	Cable & Wireless Internet Services, Inc.	2,511,927	11/27/2001	Registered
POWERFUL SOLUTIONS FOR YOUR BUSINESS COMMUNICATION	Cable & Wireless USA, Inc.	2,118,803	12/09/1997	Registered
PRECISION	Cable & Wireless USA, Inc.	2,310,112	01/25/2000	Registered
SANDPIPER	Cable & Wireless Internet Services, Inc.	2,495,272	10/09/2001	Registered
SANDPIPER NETWORKS	Cable & Wireless Internet Services, Inc.	2,348,163	05/09/2000	Registered
SUREFAX	Cable & Wireless USA, Inc.	1,665,533	11/19/91	Registered
TELE-SITE	Cable & Wireless USA, Inc.	1,657,640	9/17/91	Registered
THE RELIABILITY OF A LARGE CARRIER... THE FLEXIBI...	Cable & Wireless USA, Inc.	2,112,943	11/11/1997	Registered
TRACEWARE	Cable & Wireless Internet Services, Inc.	2,432,671	03/06/2001	Registered
UNI-T	Cable & Wireless USA, Inc.	1,594,572	05/01/1990	Registered