

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
USINTERNETWORKING, INC.		06/16/2005	CORPORATION: DELAWARE
INTERPATH COMMUNICATIONS - OHIO, INC.		06/16/2005	CORPORATION: DELAWARE
INTERPATH COMMUNICATIONS, INC.		06/16/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SANKATY ADVISORS, LLC
Street Address:	111 Huntington Avenue
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2716639	APPHOST
Registration Number:	2485726	GEMC
Registration Number:	2456505	GLOBAL ENTERPRISE MANAGEMENT CENTER
Registration Number:	2395122	IMAP
Registration Number:	2374055	INTERNET MANAGED APPLICATION PROVIDER
Registration Number:	2686998	MAKING SOFTWARE SIMPLE
Registration Number:	2387201	PRIORITYPEERING
Registration Number:	2673745	USI
Registration Number:	2288238	USI
Registration Number:	2581023	USI
Registration Number:	2584517	USICONNECTS WORK HERE. LIVE HERE. GIVE HERE.

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Registration Number:	2657794	USI GLOBAL SERVICES PLATFORM
Registration Number:	2531560	USIACCELERATE
Registration Number:	2573076	USICONNECTS
Registration Number:	2655459	USIGSP
Registration Number:	2584484	USILINK
Registration Number:	2580975	USIMIRROR
Registration Number:	2614001	USINTERNETWORKING
Registration Number:	2670956	USINTERNETWORKING
Registration Number:	2288237	USINTERNETWORKING, INC.
Registration Number:	2430750	USI VIEW
Registration Number:	2581220	WORK HERE. LIVE HERE. GIVE HERE.
Registration Number:	2700799	IT'S ALL ABOUT SERVICE

CORRESPONDENCE DATA

Fax Number: (617)951-7050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (617) 951-7730
Email: paulo.marnoto@ropesgray.com
Correspondent Name: Paulo J. Marnoto, Esq.
Address Line 1: Ropes & Gray, LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2624

NAME OF SUBMITTER:	Paulo J. Marnoto, Esq.
Signature:	/p. marnoto/
Date:	06/17/2005

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 16, 2005, by **USINTERNETWORKING, INC.**, a Delaware corporation, **INTERPATH COMMUNICATIONS - OHIO, INC.**, a Delaware corporation, and **INTERPATH COMMUNICATIONS, INC.**, a Delaware Corporation (collectively, the "Grantors" and individually, a "Grantor"), in favor of **SANKATY ADVISORS, LLC**, in its capacity as Collateral Agent for the Purchasers.

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof by and among each Grantor, the other persons named therein as Note Parties, Collateral Agent and the persons signatory thereto as Purchasers (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement"), Purchasers have agreed to purchase Senior Secured Notes due 2010 of USinternetworking, Inc. (the "Notes");

WHEREAS, Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that each Note Party shall have executed and delivered to Collateral Agent, for the benefit of Purchasers, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Purchasers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement or in Annex I thereto and if not defined therein, in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Collateral Agent, on behalf of Purchasers, a continuing security interest (superior and prior to the rights of all other Persons) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and the rights under any written agreement now owned or hereafter acquired by it granting any right to use any Trademark (the "Trademark Licenses") to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark Licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of Purchasers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. The terms and provisions of the Security Agreement are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

USINTERNETWORKING, INC., a Delaware corporation

By: David C. Miller
Name: David C. Miller
Title: SUP FINANCE



INTERPATH COMMUNICATIONS – OHIO, INC., a Delaware corporation

By: David C. Miller
Name: David C. Miller
Title: VP TREASURER

INTERPATH COMMUNICATIONS, INC, a Delaware corporation

By: David C. Miller
Name: David C. Miller
Title: SUP FINANCE

ACCEPTED AND ACKNOWLEDGED BY:
SANKATY ADVISORS, LLC,
as Collateral Agent

By:
Name:
Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

USINTERNETWORKING, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

INTERPATH COMMUNICATIONS - OHIO, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

INTERPATH COMMUNICATIONS, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
SANKATY ADVISORS, LLC,
as Collateral Agent

By: *S. E. Davies*
Name: Stuart Davies
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Trademark Name</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Appshop	U.S.A.				
Design Only	U.S.A.				
INTERPATH	Brazil				
INTERPATH	Canada				
INTERPATH	China				
INTERPATH	France				
INTERPATH	Germany				
INTERPATH	Italy				
INTERPATH	Japan				
INTERPATH	Mexico				
INTERPATH	United Kingdom				
INTERPATH	U.S.A.				
INTERPATH					
and design	U.S.A.				
PATHFINDER	U.S.A.				
PATHFINDER					
PROGRAM	U.S.A.				
PATHGUARD	U.S.A.				
PIER PROTOCOL	U.S.A.				
PROOF POSITIVE	U.S.A.				
THE INTERNET VAN	U.S.A.				
APPHOST	U.S.A.	75/720777	03-Jun-1999	2,716,639	5/13/03
ASpirations	U.S.A.				
GEMC	U.S.A.	75/646316	23-Feb-1999	2,485,726	9/4/01
GLOBAL ENTERPRISE MANAGEMENT					
CENTER	U.S.A.	75/646318	23-Feb-1999	2,456,505	5/29/01
IMAP	U.S.A.	75/678439	09-Apr-1999	2,395,122	10/17/00
INTERNET MANAGED APPLICATION					
PROVIDER	U.S.A.	75/678438	09-Apr-1999	2,374,055	8/1/00
MAKING SOFTWARE SIMPLE	U.S.A.	75/909532	03-Feb-2000	2,686,998	2/11/03
PRIORITYPEERING	U.S.A.	75/646403	23-Feb-1999	2,387,201	9/19/00
USI	U.S.A.	76/091099	18-Jul-2000	2,673,745	1/14/03
USI & Design (Block Logo)	U.S.A.	75/428582	04-Feb-1998	2,288,238	10/19/99
USI (Block Letters)	U.S.A.	76/083369	05-Jul-2000	2,581,023	6/18/02

<u>Trademark Name</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
USICONNECTS WORK HERE. LIVE HERE. GIVE HERE & Design	U.S.A.	76/080620	28-Jun-2000	2,584,517	6/25/02
USI GLOBAL SERVICES PLATFORM	U.S.A.	76/047841	11-May-2000	2,657,794	12/10/02
USI GLOBAL SERVICES PLATFORM	U.S.A.	76/047845	11-May-2000	ABANDONED	
USIACCELERATE	U.S.A.	76/065456	06-Jun-2000	2,531,560	1/22/02
USICONNECTS	U.S.A.	76/122450	01-Sep-2000	2,573,076	5/28/02
USIGSP	U.S.A.	76/047838	11-May-2000	2,655,459	12/3/02
USIGSP	U.S.A.	76/047840	11-May-2000	ABANDONED	
USILINK	U.S.A.	76/067587	09-Jun-2000	2,584,484	6/25/02
USIMIRROR	U.S.A.	76/068317	08-Jun-2000	2,580,975	6/18/02
USINTERNETWORKING (Block Letters)	U.S.A.	76/084227	06-Jul-2000	2,614,001	9/3/02
USINTERNETWORKING (Block Letters)	U.S.A.	76/090802	18-Jul-2000	2,670,956	07-Jan-2003
USINTERNETWORKING, INC. (Stylized)	U.S.A.	75/428581	04-Feb-1998	2,288,237	10/19/99
USI VIEW	U.S.A.	75/646404	23-Feb-1999	2,430,750	12/27/01
WORK HERE. LIVE HERE. GIVE HERE.	U.S.A.	76/121357	01-Sep-2000	2,581,220	6/18/02
IT'S ALL ABOUT SERVICE	U.S.A.	75/916699	2/11/00	2,700,799	25-Mar-2003