

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------|---------------------------------------|----------------|-------------------------|
| Wells Fargo Foothill | FORMERLY Foothill Capital Corporation | 08/09/2006 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|-------------------|-------------------------|
| Name: | Usinternetworking, Inc. |
| Street Address: | One USi Plaza |
| Internal Address: | Attn: Marie Lamm |
| City: | Annapolis |
| State/Country: | MARYLAND |
| Postal Code: | 21401 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 24

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 2288237 | USINTERNETWORKING, INC. |
| Registration Number: | 2288238 | USI |
| Registration Number: | 2430750 | USI VIEW |
| Registration Number: | 2395122 | IMAP |
| Registration Number: | 2387201 | PRIORITYPEERING |
| Registration Number: | 2485726 | GEMC |
| Registration Number: | 2456505 | GLOBAL ENTERPRISE MANAGEMENT CENTER |
| Registration Number: | 2374055 | INTERNET MANAGED APPLICATION PROVIDER |
| Serial Number: | 75720777 | APPHOST |
| Serial Number: | 75909532 | MAKING SOFTWARE SIMPLE |
| Serial Number: | 76080620 | USICONNECTS WORK HERE. LIVE HERE. GIVE HERE. |
| Serial Number: | 76047838 | USIGSP |
| Serial Number: | 76047841 | USI GLOBAL SERVICES PLATFORM |

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| Serial Number: | 76068317 | USIMIRROR |
| Serial Number: | 76067587 | USILINK |
| Serial Number: | 76065456 | USIACCELERATE |
| Serial Number: | 76047840 | USIGSP |
| Serial Number: | 76047845 | USI GLOBAL SERVICES PLATFORM |
| Serial Number: | 76083369 | USI |
| Serial Number: | 76084227 | USINTERNETWORKING |
| Serial Number: | 76091099 | USI |
| Serial Number: | 76090802 | USINTERNETWORKING |
| Serial Number: | 76122450 | USICONNECTS |
| Serial Number: | 76121357 | WORK HERE. LIVE HERE. GIVE HERE. |

CORRESPONDENCE DATA

Fax Number: (212)682-0200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.746.6336
Email: wgray@torys.com
Correspondent Name: William F. Gray, Jr.
Address Line 1: 237 Park Ave
Address Line 4: New York, NEW YORK 10017

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|--------------------|--------------------------|
| NAME OF SUBMITTER: | William F. Gray, Jr. |
| Signature: | /s/ William F. Gray, Jr. |
| Date: | 08/16/2006 |

Total Attachments: 2
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TERMINATION AND RELEASE
(Trademarks)

This TERMINATION AND RELEASE is dated as of August 9, 2006, and made by Wells Fargo Foothill, f/k/a Foothill Capital Corporation, a California corporation (the "Secured Party"), in favor of Usinternetworking, Inc., a Delaware corporation (the "Pledgor").

WITNESSETH:

WHEREAS, the Pledgor granted a security interest in certain Collateral (as hereinafter defined) to the Secured Party (the "Security Interest"); and

WHEREAS, the Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office on December 03, 2001, at Reel 002403, Frame 0324; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interest in the Collateral as follows:


1. Collateral. The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in the trademarks set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and [common-law] rights relating thereto; (ii) [all reissues, continuations, continuations-in-part or extensions thereof/ all renewals thereof]; (iii) all income, license royalties, damages and payments now and hereafter due and/or receivable with respect thereto, including, without limitation, all damages and payments receivable for past, present and/or future infringements thereof; (iv) the right to sue for past, present and/or future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of the Pledgor's business connected with or symbolized by the foregoing.

2. Further Assurances. The Secured Party hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

* * *

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WELLS FARGO FOOTHILL
f/k/a FOOTHILL CAPITAL CORPORATION

By: 
Name: BRETT MARTIN
Title: Senior Vice President