

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CoreHarbor, Inc.		06/04/2003	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	USinternetworking, Inc.		
<b>Street Address:</b>	One USi Plaza		
<b>City:</b>	Annapolis		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21401		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2516757	COREHARBOR	
<b>Registration Number:</b>	2435092	PROCUREEDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)639-8383		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-554-9637		
<b>Email:</b>	ipdocket@gibbonslaw.com		
<b>Correspondent Name:</b>	Gibbons, Del Deo, Dolan, Griffinger, ...		
<b>Address Line 1:</b>	One Riverfront Plaza		
<b>Address Line 2:</b>	IP DOCKET ADMINISTRATOR		
<b>Address Line 4:</b>	Newark, NEW JERSEY 07102-5496		
<b>ATTORNEY DOCKET NUMBER:</b>	100949-58368		
<b>NAME OF SUBMITTER:</b>	Lori B. Cohen		
<b>Signature:</b>	/lori.cohen/		

**CH \$65.00 2516757**

Date:

10/17/2006

**Total Attachments: 3**

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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment is made effective as of June 4th, 2003, by CoreHarbor, Inc., a Georgia corporation, hereinafter referred to as the ("COREHARBOR") to and for the benefit of USinternetworking, Inc., a Delaware corporation, having its principal place of business at One USi Plaza, Annapolis, Maryland 21401 ("USi").

WHEREAS, COREHARBOR was previously known as VeriLinks, Inc., and a Certificate of Name Change Amendment was filed on February 28, 2000 to record the name change.

WHEREAS, COREHARBOR and USi are named parties to the Asset Purchase Agreement dated June 4, 2003, pursuant to which USi purchased certain assets of COREHARBOR.

WHEREAS, COREHARBOR has adopted and is using and/or is intending to adopt and use, the trademarks at Schedule A hereto, for the goods and services shown as set forth at Schedule A, as well as any other similar common law trademarks used in conjunction therewith (collectively, "Marks");

WHEREAS, USi is desirous of receiving an assignment of all right and title in and to the Marks, all pending use and intent to use applications thereof, as part of the entire ongoing business or portion thereof to which the Marks pertain, and the goodwill of the business symbolized by and associated with said Marks (collectively "Trademark Rights");

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by COREHARBOR:

1. COREHARBOR hereby assigns, sells, and transfers to USi, and USi's successors and assigns, all of COREHARBOR's right, title, and interest in and to said Marks and Trademark Rights, and the full exclusive benefit thereof, together as a part of the entire ongoing business or portion thereof to which the Marks pertain, with the goodwill of the business symbolized by and associated with said Marks and any applications thereof.
2. COREHARBOR represents and warrants that it is the sole and exclusive record and beneficial owner of, and has sole and exclusive, good and marketable title to, all of the Marks and Trademark Rights, free and clear of any and all security agreements, security interests, conditional sale or other title retention agreements, restrictions, conditions, equitable interests, claims, adverse claims, options, charges, liens, mortgages, indentures, assessments, voting agreements, adverse interests, constructive trusts or other trusts, attachments, exceptions to or defect in title or other ownership interests, pledges, rights of first refusal, restrictions on use or receipt of income, exercise of any attribute of ownership, and other encumbrances of any nature or kind whatsoever.

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- 3 COREHARBOR shall at any time and from time to time at the request of USi, whether on the date of this Trademark Assignment or after the date of this Trademark Assignment, with reasonable promptness and for no additional consideration execute, endorse, acknowledge, swear to, seal and deliver to USi, take such other and further actions and/or file such other and further instruments and documents to more effectively sell, convey, assign and transfer to USi the Marks and Trademark Rights, to further perfect in USi title to the Marks and Trademark Rights or to otherwise carry out or consummate the transaction contemplated by this Trademark Assignment. In the event COREHARBOR shall fail or refuse to execute, acknowledge, swear to, seal and deliver to USi any such instrument or document, then COREHARBOR hereby appoints USi as COREHARBOR's attorney-in-fact to execute, endorse, acknowledge, swear to, seal, deliver and file any such instrument and document, such appointment being coupled with an interest and irrevocable
- 4 This Trademark Assignment is executed by, and shall be binding upon, COREHARBOR, and its successors and assigns, for the uses and purposes set forth herein upon its delivery to USi. This Trademark Assignment shall inure to the benefit of USi, and USi's successors and assigns.
- 5 This Trademark Assignment shall not be amended, modified, discharged or supplemented except by a written instrument signed by an authorized representative of COREHARBOR and USi. Any term or provision of this Trademark Assignment may be waived, or the time for its performance may be extended, by the party/beneficiary entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Trademark Assignment if, as to any party or beneficiary, it is authorized in writing by an authorized representative of such party or beneficiary. No waiver of any breach of this Trademark Assignment shall be held to constitute a waiver of any other or subsequent breach. Whenever used in this Trademark Assignment, the singular shall include the plural and vice versa, and the use of any gender shall include all genders and the neuter

IN WITNESS WHEREOF, COREHARBOR and USi have executed this Assignment by a duly authorized officer:

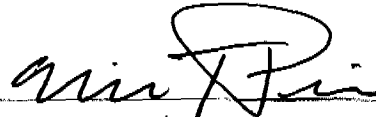
**CoreHarbor, Inc.**

**USinternetworking, Inc.**

by: 

Printed Name: JAY S. CAUGHEY

Title: Chairman

by: 

Printed Name: WILLIAM T. PRICE

Title: SUP GENERAL COUNSEL

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**Schedule A**

<b>MARK</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Class</b>	<b>Status</b>
COREHARBOR	76052452	2516757	9, 35, 42	Live
PROCUREEDGE	75917984	2435092	42	Live

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