

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
INTERNAP NETWORK SERVICES CORPORATION		09/14/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	600 Peachtree Street, NE
Internal Address:	GA1-006-13-15
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	National Association:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2383370	INTERNAP
Registration Number:	2383368	INTERNAP
Registration Number:	2096053	INTERNAP
Registration Number:	2643791	VITALSTREAM
Registration Number:	2650274	MEDIACONSOLE
Registration Number:	2908962	NETCLUSTER
Registration Number:	3206714	MEDIAOPS
Registration Number:	2450587	PLAYSTREAM

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-815-2231
 Email: carolfraser@paulhastings.com

CH \$215.00 2383370

Correspondent Name: Carol Fraser, Corporate Paralegal
Address Line 1: 600 Peachtree Street NE, Suite 2400
Address Line 2: Paul Hastings Janofsky & Walker LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	10/02/2007

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 14, 2007 (this "Agreement"), among **INTERNAP NETWORK SERVICES CORPORATION**, a Delaware corporation (the "Borrower"), each Subsidiary (such term and the other capitalized terms used and not defined in this Agreement shall have the meanings provided for in the Security Agreement defined herein) of the Borrower identified on the signature pages hereof (the Borrower and such Subsidiaries, each a "Grantor" and collectively, the "Grantors"), and **BANK OF AMERICA, N.A.**, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of September 14, 2007 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors and the Administrative Agent, and in order to obtain the benefits referred to therein, each Grantor has granted to the Administrative Agent a security interest in substantially all of such Grantor's property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, each Grantor and the Administrative Agent agree as follows:

1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto opposite the name of such Grantor, as Schedule A may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto opposite the name of such Grantor, as Schedule B may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time (the "Trademarks");

(c) the United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto opposite the name of such Grantor, as Schedule C may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time (the "Copyrights");

(e) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks or Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all Proceeds of the foregoing.

2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement

5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.

[Signatures follow.]

INTERNAP NETWORK SERVICES CORPORATION

By: Delc Bill
Name: David A. Buckel
Title: V.P. and C.F.O.

VITALSTREAM HOLDINGS, INC.

By: Delc Bill
Name: David A. Buckel
Title: ~~V.P. and C.F.O.~~ Treasurer

VITALSTREAM, INC.

By: Delc Bill
Name: David A. Buckel
Title: Treasurer

PLAYSTREAM, INC.

By: Delc Bill
Name: David A. Buckel
Title: Treasurer

VITALSTREAM ADVERTISING SERVICES, INC.

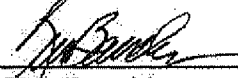
By: Delc Bill
Name: David A. Buckel
Title: Treasurer

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____
Name: _____
Title: _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____

Name: Ken Bauchle

Title: Senior Vice President

STATE OF Georgia
COUNTY OF Fulton

I, Deveny J. Currie, a Notary Public for said County and State, do hereby certify that David A. Beckel personally came before me this day and acknowledged that (s)he is VP + Chief Financial Officer of Internet Network Services Corporation a Delaware Corporation and acknowledged, on behalf of Internet Network Services Corporation, the due execution of the foregoing instrument.

Witness my hand and official seal, this the 14th day of September, 2007.

(Official Seal)

Deveny J. Currie
Notary Public

My Commission expires 2-20-10

INTELLECTUAL PROPERTY SECURITY AGREEMENT

STATE OF Georgia
COUNTY OF Cobb

I, Beverly J. Currie, a Notary Public for said County and State, do hereby certify that DAVIDA BUCKEL personally came before me this day and acknowledged that (s)he is TREASURER of VITAL STREAM HOLDINGS, INC. NEVADA CORPORATION and acknowledged, on behalf of VITAL STREAM HOLDINGS, INC., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 14th day of September, 2007.

(Official Seal)

Beverly J. Currie
Notary Public

My Commission expires 2-20-10

STATE OF Georgia
COUNTY OF Cobb

I, Beverly J. Currie, a Notary Public for said County and State, do hereby certify that DAVIDA BUCKEL personally came before me this day and acknowledged that (s)he is TREASURER of VITAL STREAM, INC. a DELAWARE CORPORATION and acknowledged, on behalf of VITAL STREAM, INC., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 14th day of September, 2007.

(Official Seal)

Beverly J. Currie
Notary Public

My Commission expires 2-20-10

INTELLECTUAL PROPERTY SECURITY AGREEMENT

STATE OF Georgia
COUNTY OF Cobb

I, Beverly J. Currie, a Notary Public for said County and State, do hereby certify that DAVID A. BUCKEL personally came before me this day and acknowledged that (s)he is TREASURER of PlayStream, Inc. a Nevada Corporation and acknowledged, on behalf of PlayStream, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 14th day of September, 2007.

(Official Seal)

Beverly J. Currie
Notary Public

My Commission expires 2-20-10

STATE OF Georgia
COUNTY OF Cobb

I, Beverly J. Currie, a Notary Public for said County and State, do hereby certify that DAVID A. BUCKEL personally came before me this day and acknowledged that (s)he is TREASURER of VITALSTREAM ADVERTISING SERVICES, INC. a Nevada Corporation and acknowledged, on behalf of Vital Stream Advertising Services, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 14th day of September, 2007.

(Official Seal)

Beverly J. Currie
Notary Public

My Commission expires 2-20-10

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**DISCLOSURE SCHEDULES
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Dated as of September 14, 2007

among

INTERNAP NETWORK SERVICES CORPORATION,

and

CERTAIN OF ITS SUBSIDIARIES

party hereto from time to time,

as Grantors,

and

BANK OF AMERICA, N.A.,

as Administrative Agent.

SCHEDULE A

Patents

Internap Network Services Corporation owns the following patents:

Patent Number	Name	Issue Date
6,167,052	Establishing connectivity in networks	December 26, 2000
6,981,055	Method and system for optimizing routing through multiple available internet route providers	December 27, 2005
6,912,222	Private network access point router for interconnecting among internet route providers	June 28, 2005
6,009,081	Private network access point router for interconnecting among internet route providers	December 28, 1999
7,133,365	System and method to provide routing control of information over networks	November 7, 2006

SCHEDULE B

Trademarks

Registered trademarks

Trademark	Number	Issue Date	Owner
Internap	2383370	September 5, 2000	Internap Network Services Corporation
Internap	2383368	September 5, 2000	Internap Network Services Corporation
Internap	2096053	September 9, 1997	Internap Network Services Corporation
VitalStream	2643791	October 29, 2002	VitalStream, Inc.
MediaConsole	2650274	November 12, 2002	VitalStream, Inc.
NetCluster	2908962	December 7, 2004	VitalStream, Inc.
MediaOps	3206714	February 6, 2007	VitalStream, Inc.
PlayStream	2450587	May 15, 2001	PlayStream, Inc.

SCHEDULE C

Copyrights

None.