# OP \$640.00 77134587

#### 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
SAVVIS Communications Corporation, a Missouri Corporation		08/04/2010	CORPORATION: MISSOURI
SAVVIS, Inc., a Delaware Corporation		08/04/2010	CORPORATION: DELAWARE

#### RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Association: UNITED STATES		

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	77134587	AUDIT READY BY DESIGN
Serial Number:	77134591	AUDIT READY BY DESIGN
Serial Number:	77134596	AUDIT READY BY DESIGN
Serial Number:	77134609	AUDIT READY BY DESIGN
Serial Number:	77134612	AUDIT READY BY DESIGN
Serial Number:	77134626	BUILT TO RESPOND
Serial Number:	77134633	BUILT TO RESPOND
Serial Number:	77134635	BUILT TO RESPOND
Serial Number:	77134642	BUILT TO RESPOND
Serial Number:	77134644	BUILT TO RESPOND
Registration Number:	3036532	BUSINESS READY HOSTING
Registration Number:	2951386	IFAS
		TRADEMARK

REEL: 004255 FRAME: 0331

900168719

Registration Number:	2421037	SAVVIS
Registration Number:	3235995	SAVVIS
Registration Number:	3203914	SAVVIS
Registration Number:	2148947	SAVVIS COMMUNICATIONS
Registration Number:	2757570	THE NETWORK THAT POWERS WALL STREET
Registration Number:	2719511	TRUST THE NETWORK THAT POWERS WALL STREET TO EMPOWER YOUR BUSINESS
Registration Number:	3085131	TRANSFORMING INFORMATION TECHNOLOGY
Registration Number:	3070064	WHEN "GOOD ENOUGH" IS NOT ENOUGH
Registration Number:	2907240	WHEN "GOOD ENOUGH" IS NOT ENOUGHTHERE'S SAVVIS
Registration Number:	2024019	WAM!NET
Registration Number:	2024112	WAM!PROOF
Registration Number:	1594572	UNI-T
Registration Number:	2073528	!

#### **CORRESPONDENCE DATA**

Fax Number: (800)516-6304

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Lien Solutions

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	08/05/2010

#### **Total Attachments: 8**

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#### Trademark Security Agreement

Trademark Security Agreement, dated as of August 4, 2010, by SAVVIS Communication Corporations and SAVVIS, Inc. (individually, a "<u>Pledgor</u>", and, collectively, the "<u>Pledgors</u>"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "<u>Administrative Agent</u>").

#### WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowl-

edge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

SAVVIS COMMUNICATIONS CORPORATION

Ву:

Name: Gregory W. Freiberg
Title: Senior Vice President and Chief Financial Officer

SAVVIS, INC.

By:

Name: Gregory W. Freiberg

Title: Senior Vice President and Chief Financial Officer

[SAVVIS- Trademark Security Agreement]

Accepted and Agreed

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

By: Landa Voy-Name: Landa Land Title: Kalif

(SAVVIS-Trademark Security Agreement)

**TRADEMARK** 

**REEL: 004255 FRAME: 0336** 

### **SCHEDULE I**

## TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Case Num- ber/Country	Application Number/Date	Registration Number/Date	Status/ Intern. Class	Owner
AUDIT READYBY DESIGN (Class 9)	USA	77/134587 March 19, 2007		Pending 09	Savvis Communi- cations Corpora- tion
AUDIT READY BY DESIGN (Class 16)	USA	77/134591 March 19, 2007		Pending 16	Savvis Communi- cations Corpora- tion
AUDIT READY BY DESIGN (Class 38)	USA	77/134596 March 19, 2007		Pending 38	Savvis Communi- cations Corpora- tion
AUDIT READY BY DESIGN (Classes 35 38 42)	USA	77/134609 March 19, 2007		Pending 35, 38, 42	Savvis Communications Corporation
AUDIT READY BY DESIGN (Class 45)	USA	77/134612 March 19, 2007		Pending 45	Savvis Communi- cations Corpora- tion
BUILT TO RESPOND (Class 9)	USA	77/134626 March 19, 2007		Pending 09	Savvis Communications Corporation
BUILT TO RESPOND (Class 16)	USA	77/134633 March 19, 2007		Pending 16	Savvis Communi- cations Corpora- tion
BUILT TO RESPOND	USA	77/134635 March 19,		Pending 38	Savvis Communi-

-2-

Trademark	Case Num- ber/Country	Application Number/Date	Registration Number/Date	Status/ Intern. Class	Owner
(Class 38)		2007			cations Corpora- tion
BUILT TO RESPOND (Class 42)	USA	77/134642 March 19, 2007		Pending 42	Savvis Communications Corporation
BUILT TO RESPOND (Class 45)	USA	77/134644 March 19, 2007		Pending 45	Savvis Communications Corporation
BUSINESS READY HOSTING	USA	78/290497 August 21, 2003	3036532 December 27, 2005	Registered 42	Savvis Communi- cations Corpora- tion
IFAS	USA	78/276833 July 21, 2003	2951386 May 07, 2005	Registered 38, 42	Savvis Communi- cations Corpora- tion
SAVVIS	USA	75/816754 October 6, 1999	2421037 January 16, 2001	Registered 38	Savvis Communications Corporation
SAVVIS	USA	78/680845 July 28, 2005	3235995 May 1, 2007	Registered 38, 42, 45	Savvis Communications Corporation
SAVVIS and Design	USA	78/850810 March 31, 2006	3203914 January 30, 2007	Registered 38, 42, 45	Savvis Communications Corporation
SAVVIS Communications	USA	75/204404 November 26, 1996	2148947 April 7, 1998	Registered 38	Savvis Communi- cations Corpora-

Trademark	Case Num- ber/Country	Application Number/Date	Registration Number/Date	Status/ Intern. Class	Owner
The Network that Powers Wall Street	USA	78/112647 March 5, 2002	2757570 August 26, 2003	Registered 38	savvis Communications Corporation
Trust the Net- work that Powers Wall Street to Em- power Your Business	USA	78/156212 August 21, 2002	2719511 May 27, 2003	Registered 38	Savvis Communi- cations Corpora- tion
Transforming Information Technology	USA	78/617019 April 26, 2005	3085131 April 25, 2006	Registered 38	Savvis Communi- cations Corpora- tion
When "Good Enough" is not Enough	USA	78/273893 July 14, 2003	3070064 March 21, 2006	Registered 38, 42	Savvis Communi- cations Corpora- tion
When "Good Enough" is Not Enough There's SAV- VIS	USA	78/20536 January 21, 2003	2907240 November 30, 2004	Registered 38, 42	Savvis Communi- cations Corpora- tion
WAM!NET	USA	75/053484 February 5, 1996	2024019 December 17, 1996	Registered 38	Savvis Communications Corporation
WAM!PROOF	USA	75/063093	2024112	Registered	Savvis

Trademark	Case Num- ber/Country	Application Number/Date	Registration Number/Date	Status/ Intern. Class	Owner
		February 26, 1996	December 17, 1996	38	Communications Corporation
UNI-T (owned by Savvis, Inc.)	USA	73/828309 September 29, 1989	1594572 May 1, 1990	Registered	Savvis, Inc.
! and Design	USA	75/079414 March 27, 1996	2,073,528 June 24, 1997 Renewed June 24, 2007	Registered 38	Savvis Communications Corporation

**RECORDED: 08/05/2010**