

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		11/02/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent		
Street Address:	One Boston Place, 18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2383368	INTERNAP	
Registration Number:	2203745	P-NAP	
Registration Number:	3609366	THE ULTIMATE ONLINE EXPERIENCE	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.246		
NAME OF SUBMITTER:	Nancy Brougher		

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Signature:	/njb/
Date:	11/09/2010
<p>Total Attachments: 13</p> <p>source=Internap Trademark Security Agreement#page1.tif source=Internap Trademark Security Agreement#page2.tif source=Internap Trademark Security Agreement#page3.tif source=Internap Trademark Security Agreement#page4.tif source=Internap Trademark Security Agreement#page5.tif source=Internap Trademark Security Agreement#page6.tif source=Internap Trademark Security Agreement#page7.tif source=Internap Trademark Security Agreement#page8.tif source=Internap Trademark Security Agreement#page9.tif source=Internap Trademark Security Agreement#page10.tif source=Internap Trademark Security Agreement#page11.tif source=Internap Trademark Security Agreement#page12.tif source=Internap Trademark Security Agreement#page13.tif</p>	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of November, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 2, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Internap Network Services Corporation, a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of November 2, 2010 (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 Agent, for the benefit of Lender Group and the Bank Product Providers, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF FULTON, STATE OF GEORGIA; PROVIDED, HOWEVER, THAT ANY**

SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

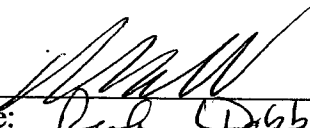
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**INTERNAP NETWORK SERVICES
CORPORATION**

By: 
Name: Robert Dobb
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

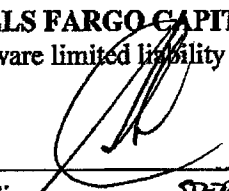
**INTERNAP NETWORK SERVICES
CORPORATION**

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company

By:  _____
Name: STEPHEN CARLL
Title: M.D.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

See Attached



**INTERNAP NETWORK SERVICES CORPORATION
 TRADEMARK REGISTRATIONS / APPLICATIONS
 OWNER: INTERNAP NETWORK SERVICES CORPORATION**

DOMESTIC TRADEMARKS

<u>COUNTRY</u>	<u>MARK</u>	<u>GOODS / SERVICES</u>	<u>APP. # REG. #</u>	<u>FILE DATE REG. DATE</u>	<u>OWNER</u>
US	INTERNAP (& DESIGN) 	PROPOSED Class 38: Providing multiple-user access to a global computer information network; providing collocation services for voice, video and data communications applications; providing Internet videoconferencing; providing connections to domestic and global communications networks.	Not filed; submitted to client 2004		Internap Network Services Corporation (Delaware corporation)
US	Split Circle Design 	PROPOSED Class 38: Providing multiple-user access to a global computer information network; providing collocation services for voice, video and data communications applications; providing Internet videoconferencing; providing connections to domestic and global communications networks.	Not filed; submitted to client 2004		Internap Network Services Corporation (Delaware corporation)
U.S.	FLOW CONTROL PLATFORM				Internap Network Services Corporation (Delaware corporation)


<u>COUNTRY</u>	<u>MARK</u>	<u>GOODS / SERVICES</u>	<u>APP. # REG. #</u>	<u>FILE DATE REG. DATE</u>	<u>OWNER</u>
U.S.	INTERNAP	Class 38: Providing multiple-user access to a global computer information network.	75/839,572 2,383,368	11/3/1999 9/5/2000	Internap Network Services Corporation (Delaware corp.)
U.S.	P-NAP	Class 42: Providing private-network access to a global computer network for the transfer and dissemination of a wide range of information.	75/316,427 2,203,745	6/27/1997 11/17/1998	Internap Network Services Corporation (Delaware corp.)
U.S.	THE ULTIMATE ONLINE EXPERIENCE	Class 38: Electronic transmission of data, pictures, software, music, and video, and streaming of data, pictures, software, music, and video for others via global and local computer NETWORKS. Class 42: Web site hosting services, namely, hosting third party web content; application service provider (ASP), namely, hosting computer software applications of others; computer services, namely, monitoring, analyzing, and reporting on the Internet traffic control and content control of the websites of others; designing computer networks and software for others.	77/205,618 3,609,366	6/13/2007 5/20/2008	Internap Network Services Corporation (Delaware corp.)



INTERNATIONAL MARKS




<u>COUNTRY</u>	<u>MARK</u>	<u>GOODS / SERVICES</u>	<u>APP. # REG. #</u>	<u>FILE DATE REG. DATE</u>	<u>OWNER</u>
Australia	INTERNAP	Class 42: Providing multiple-user access to a global computer network for the transfer and dissemination of a wide range of information.	75/839,572 833,298	4/28/2000 10/20/2000	Internap Network Services Corporation (Washington corp.)
Australia	INTERNAP (& DESIGN)  I N T E R N A P	Class 42: Providing multiple-user access to a global computer network for the transfer and dissemination of a wide range of information.	75/839,619 833,299	4/28/2000 10/20/2000	Internap Network Services Corporation (Washington corp.)
Canada	INTERNAP	Providing multiple-user access to a global computer network for the transfer and dissemination of a wide range of information.	1057488 TMA579972	04-28-2000 04-28-2003	Internap Network Services Corporation
Canada	INTERNAP (& DESIGN)  I N T E R N A P	Providing multiple-user access to a global computer network for the transfer and dissemination of a wide range of information.	1057487 TMA590659	04-28-2000 09-24-2003	Internap Network Services Corporation

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<u>COUNTRY</u>	<u>MARK</u>	<u>GOODS / SERVICES</u>	<u>APP. #</u> <u>REG. #</u>	<u>FILE</u> <u>DATE</u> <u>REG.</u> <u>DATE</u>	<u>OWNER</u>
China	INTERNAP	Class 42: Providing multiple-user access to a global computer network for the transfer and dissemination of a wide range of information.	2000058101 1,727,902	4/29/2000 3/7/2002	Internap Network Services Corporation
European Community (CTM)	INTERNAP	Class 9: Computer hardware and computer software; computer software for the routing and transfer of data in a global computer network; route management tools; user and instruction manuals provided in electronic form. Class 38: Telecommunication services; telecommunication and routing of web pages, computer software, graphics, videos and any other data in a global computer network; providing user access to a global computer network; providing telecommunications connections to a global computer network or data bases; telecommunication gateway services; electronic mail services.	007147028 1,321,678	9/24/1999 10/31/2000	Internap Network Services Corporation (Washington corp.)
European Community (CTM)	INTERNAP (& DESIGN) 	Class 42: Computer services; research and design services relating to computer hardware and computer software; support and maintenance services for computer software; hosting the websites of others; computer programming. Class 9: Computer hardware and computer software; computer software for the routing and transfer of data in a global computer network; route management tools; user and instruction manuals provided in electronic form. Class 38: Telecommunication services; telecommunication and routing of web pages, computer software, graphics, videos and any other data in a global computer network; providing user access to a global computer network; providing telecommunications connections to a global computer network or data bases; telecommunication gateway services; electronic mail services. Class 42: Computer services; research and design services relating to computer hardware and computer software; support and maintenance services for computer software; hosting the	001637263 1,637,263	5/3/2000 7/25/2001	Internap Network Services Corporation (Washington corp.)

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		websites of others; computer programming.			
Hong Kong	INTERNAP	Class 42: Providing multiple-user access to a global computer network for the transfer and dissemination of a wide range of information.	9426/2000 2513/2001	4/29/2000 2/27/2001	Internap Network Services Corporation (Washington corp.)
Hong Kong	INTERNAP (& DESIGN) 	Class 42: Providing multiple-user access to a global computer network for the transfer and dissemination of a wide range of information.	9427/2000 10890/2001	4/29/2000 9/19/2001	Internap Network Services Corporation (Washington corp.)
Japan	INTERNAP	Class 38: Providing multiple-user connection to communications networks using computer terminals.	2000-048573 4499335	5/1/2000 8/17/2001	Internap Network Services Corporation
Japan	INTERNAP (& DESIGN) 	Class 38: Providing multiple-user connection to communications networks using computer terminals.	2000-048574 4499336	5/1/2000 8/17/2001	Internap Network Services Corporation

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Mexico	INTERNAP	Class 38: Providing multiple-user access to a global computer network for the transfer and dissemination of a wide range of information; telecommunications.	423528 673286	05/03/2000 09/29/2000	Internap Network Services Corporation
Mexico	INTERNAP (& DESIGN) 	Class 38: Providing multiple-user access to a global computer network for the transfer and dissemination of a wide range of information; telecommunications; telecommunications.	423529 676863	05/03/2000 10/31/2000	Internap Network Services Corporation
Singapore	INTERNAP 	Class 42: Providing multiple-user access to a global computer network for the transfer and dissemination of a wide range of information.	T000/07067D T00/07067D	4/28/00 7/23/2002 (registration effective from priority date 11/3/1999)	Internap Network Services Corporation (Washington corp.)
Singapore	INTERNAP (& DESIGN) 	Class 42: Providing multiple-user access to a global computer network for the transfer and dissemination of a wide range of information.	T000/07068B T00/07068B	4/28/2000 10/3/2002 (registration effective from priority date 11/3/1999)	Internap Network Services Corporation (Washington corp.)

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