

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 |
| INTERNAP NETWORK SERVICES CORPORATION | | 11/26/2013 | CORPORATION: DELAWARE |
| VOXEL DOT NET, INC. | | 11/26/2013 | CORPORATION: DELAWARE |
| UBERSMITH, INC. | | 11/26/2013 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JEFFERIES FINANCE LLC (As Collateral Agent) | | |
| Street Address: | 520 Madison Avenue | | |
| City: | New York, NY | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2383368 | INTERNAP | |
| Registration Number: | 2450587 | PLAYSTREAM | |
| Registration Number: | 2203745 | P-NAP | |
| Registration Number: | 3609366 | THE ULTIMATE ONLINE EXPERIENCE | |
| Registration Number: | 3761072 | ÜBERSMITH | |
| Registration Number: | 3972313 | VOXEL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127557306 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 212-326-3939 | | |
| Email: | NYTEF@JONESDAY.COM | | |
| Correspondent Name: | Scott D. Lyne | | |

CH \$165.00 2383368

Address Line 1: Jones Day
Address Line 2: 222 East 41st Street
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 175274-635077

NAME OF SUBMITTER: Scott D. Lyne

Signature: /SCOTT D. LYNE/

Date: 12/04/2013

Total Attachments: 9

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Trademark Security Agreement

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of November 26, 2013, by Internap Network Services Corporation, a Delaware corporation (the "Borrower") and each person listed on Schedule 1 hereto (collectively, the "Guarantors," together with Borrower, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of November 26, 2013 (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral 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 Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. 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. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges, hypothecates and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under the following Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule 2 attached hereto (provided that no security interest shall be granted in intent-to-use trademark or service mark applications);
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien on and 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. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the applicable Pledgor 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. Recordation. Each Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security 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.

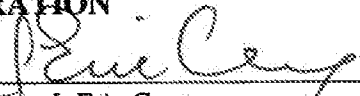
SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

[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.

**INTERNAP NETWORK SERVICES
CORPORATION**

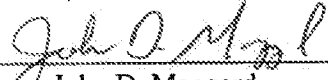
By:


Name: J. Eric Cooney
Title: Chief Executive Officer

VOXEL DOT NET, INC.

By: 
Name: John D. Maggard
Title: President and Treasurer

UBERSMITH, INC.

By: 
Name: John D. Maggard
Title: President and Treasurer

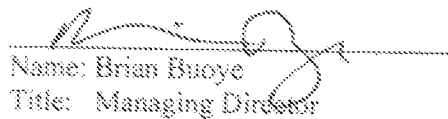
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005167 FRAME: 0780

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:


Name: Brian Buoye
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005167 FRAME: 0781

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
PLEDGORS**

| NAME | ADDRESS |
|---------------------------------------|---|
| Internap Network Services Corporation | One Ravinia Drive, Suite 1300, DeKalb County, Georgia, United States |
| Ubersmith, Inc. | One Ravinia Drive, Suite 1300, DeKalb County, Georgia, United States |
| Voxel Dot Net, Inc. | One Ravinia Drive, Suite 1300, DeKalb County, Georgia, United States |

**SCHEDULE 2
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

UNITED STATES TRADEMARKS:

Registrations:

| <u>OWNER OF RECORD</u> | <u>REGISTRATION NUMBER</u> | <u>TRADEMARK</u> |
|---------------------------------------|----------------------------|--------------------------------|
| Internap Network Services Corporation | 2383368 | INTERNAP |
| Internap Network Services Corporation | 2450587 | PLAYSTREAM |
| Internap Network Services Corporation | 2203745 | P-NAP |
| Internap Network Services Corporation | 3609366 | THE ULTIMATE ONLINE EXPERIENCE |
| Ubersmith, Inc. | 3761072 | ÜBERSMITH (Design) |
| Voxel Dot Net, Inc. | 3972313 | VOXEL (Design) |

Applications: None

Unregistered Trademarks:

| <u>OWNER</u> | <u>MARK</u> |
|---------------------------------------|-----------------------|
| Internap Network Services Corporation | FLOWVIEW |
| Internap Network Services Corporation | FLOWDIRECTOR |
| Internap Network Services Corporation | FLOW CONTROL PLATFORM |

Licenses: None

OTHER TRADEMARKS:

Registrations:

| <u>OWNER</u> | <u>REGISTRATION NUMBER</u> | <u>COUNTRY/STATE</u> | <u>TRADEMARK</u> |
|---------------------------------------|----------------------------|----------------------|---------------------|
| Internap Network Services Corporation | 833298 | Australia | INTERNAP |
| Internap Network Services Corporation | 833299 | Australia | INTERNAP and Design |
| Internap Network Services Corporation | 579972 | Canada | INTERNAP |
| Internap Network Services Corporation | 1727902 | China | INTERNAP |
| Internap Network Services Corporation | 1321678 | CTM | INTERNAP |
| Internap Network Services Corporation | 2513/2001 | Hong Kong | INTERNAP |
| Internap Network Services Corporation | 4499335 | Japan | INTERNAP |
| Internap Network Services Corporation | 4499336 | Japan | INTERNAP and Design |
| Internap Network Services Corporation | 673286 | Mexico | INTERNAP |
| Internap Network Services Corporation | T00/07067D | Singapore | INTERNAP |
| Internap Network Services Corporation | 833299 | Australia | INTERNAP and Design |
| Internap Network Services Corporation | 590659 | Canada | INTERNAP and Design |
| Internap Network Services Corporation | 1637263 | CTM | INTERNAP and Design |
| Internap Network Services Corporation | 10890/2001 | Hong Kong | INTERNAP and Design |
| Internap Network Services Corporation | 676863 | Mexico | INTERNAP and Design |

| | | | |
|---------------------------------------|------------|-----------|---------------------|
| Internap Network Services Corporation | T00/07068B | Singapore | INTERNAP and Design |
| Playstream, Inc. | 824017 | Australia | PLAYSTREAM* |
| Playstream, Inc. | 574680 | Canada | PLAYSTREAM* |
| Playstream, Inc. | 550542 | India | PLAYSTREAM* |
| Playstream, Inc. | 4498933 | Japan | PLAYSTREAM* |
| VitalStream, Inc. | 001943802 | CTM | VITALSTREAM+ |

* As of the Closing Date the record owner of this Trademark is PlayStream, Inc. Borrower is in the process of updating the chain of title to reflect Internap Network Services Corporation as the record owner.

+ As of the Closing Date the record owner of this Trademark is VitalStream, Inc. Borrower is in the process of updating the chain of title to reflect Internap Network Services Corporation as the record owner.

Applications: None

Licenses: None