



10-02-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #22

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10-25-2000



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101495996

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereon.

1. Name of conveying party(ies):

Savvis Communications Corporation 19-2-00

- Individual(s)
- General Partnership
- Corporation - State of Missouri
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 5, 2000

2. Name and address of receiving party(ies):

Name: NORTEL NETWORKS, INC.

Internal Address: Mail Stop 991 15A40

Street Address: 2221 Lakeside Blvd.

City: Richardson State Texas ZIP: 75082-4399

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State of Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

|            |            |            |
|------------|------------|------------|
| 75/816,754 | 75/816,756 | 75/816,511 |
| 75/451,055 | 75/816,557 | 75/816,755 |
| 75/816,753 | 75/816,560 |            |

B. Trademark registration No.(s)

|           |           |
|-----------|-----------|
| 2,135,966 | 2,364,749 |
| 2,148,947 |           |

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Andre M. Szuwalski  
Jenkins & Gilchrist, P.C.  
Internal Address: \_\_\_\_\_

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41):

\$ 290.00

Enclosed \$290.00

Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:

10-0447

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Andre M. Szuwalski  
Name of Person Signing

[Signature]  
Signature

9/21/00  
Date

0/23/2000 MTHAI1 00000174 75816754

Total number of pages comprising cover sheet: 1

1 FC:481 40.00 CP  
2 FC:482 230.00 CP

**TRADEMARK SECURITY AGREEMENT**  
(Savvis Communications Corporation)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between Savvis Communications Corporation, a Missouri corporation ("Debtor"), and Nortel Networks Inc., a Delaware corporation ("Secured Party"), acting in its capacity as Administrative Agent pursuant to that certain Amended and Restated Credit Agreement dated as of September 5, 2000 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Credit Agreement") among Debtor, Holdings, Secured Party and each of the Lenders party thereto.

**R E C I T A L S :**

A. Debtor and Secured Party have entered into that certain Amended and Restated Pledge and Security Agreement, dated as of September 5, 2000 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of Property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

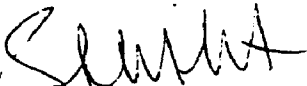
The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests 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 WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 5th day of September, 2000.

DEBTOR:

SAVVIS COMMUNICATIONS CORPORATION,  
a Missouri Corporation

By:   
Name: STEVEN M. CALLANT  
Title: VICE PRES. GEN. COUNSEL

SECURED PARTY:

NORTEL NETWORKS INC.,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Mitchell L. Stone  
Title: Director, Customer Finance

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 5th day of September, 2000.

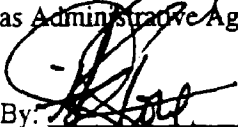
DEBTOR:

SAVVIS COMMUNICATIONS CORPORATION,  
a Missouri Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTY:

NORTEL NETWORKS INC.,  
as Administrative Agent

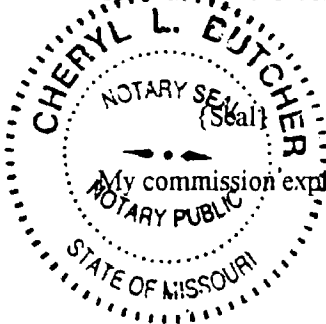
By:  \_\_\_\_\_  
Name: Mitchell L. Stone  
Title: Director, Customer Finance

ACKNOWLEDGMENT

STATE OF MISSOURI )

COUNTY OF JEFFERSON )

This instrument was acknowledged before me this 5th day of September, 2000, by STEVEN M. GALLANT, as VICE PRES, GEN. COUNSEL of Savvis Communications Corporation, a Missouri corporation, on behalf of such corporation.



Cheryl L. Butcher  
Notary Public in and for the State of Missouri

**CHERYL L. BUTCHER**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jefferson County  
My commission expires October 11, 2001

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this 5th day of September, 2000, by Mitchell L. Stone, as Director, Customer Finance of Nortel Networks Inc., a Delaware corporation, on behalf of such corporation.

{Seal}

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this 5th day of September, 2000, by \_\_\_\_\_ as \_\_\_\_\_ of Savvis Communications Corporation, a Missouri corporation, on behalf of such corporation.

{Seal}

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

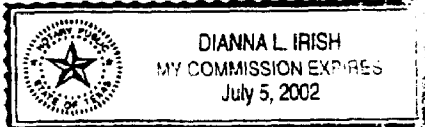
My commission expires: \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF DALLAS )

This instrument was acknowledged before me this 5th day of September, 2000, by Mitchell L. Stone, as Director, Customer Finance of Nortel Networks Inc., a Delaware corporation, on behalf of such corporation.

{Seal}



Dianna L. Irish  
Notary Public in and for the State of TEXAS

My commission expires: 7/05/02

Schedule I  
to  
Trademark Security Agreement

| TRADEMARKS            |                |             |                    |                   |                     |            |              |
|-----------------------|----------------|-------------|--------------------|-------------------|---------------------|------------|--------------|
| Trademark             | Country        | Filing Date | Application Number | Registration Date | Registration Number | Status     | Class/ Goods |
| Diamond.Net ISP, Inc. | USA            | 3/28/1997   | 75/266,524         | 02/10/1998        | 2,135,966           | Registered | 38           |
| Savvis                | Argentina      | 08/10/1999  | 2,233,944          |                   |                     | Pending    | 38           |
| Savvis                | Australia      | 09/01/1999  | 805747             |                   |                     | Pending    | 38           |
| Savvis                | Austria        | 08/09/1999  | AM 4944/99         |                   |                     | Pending    |              |
| Savvis                | Benelux        | 08/13/1999  | 944.192            |                   |                     | Pending    | 38,42        |
| Savvis                | Bermuda        | 09/28/1999  | 31093              |                   |                     | Pending    |              |
| Savvis                | Brazil         | 10/20/1999  | N/A                |                   |                     | Pending    |              |
| Savvis                | Canada         | 08/06/1999  | N/A                |                   |                     | Pending    |              |
| Savvis                | Cayman Islands | 08/06/1999  | N/A                |                   |                     | Pending    |              |
| Savvis                | Chile          | 09/28/1999  | 462.343            | 02/23/2000        | 562.134             | Registered | 36           |
| Savvis                | China          | 10/26/1999  | 9900126680         |                   |                     | Pending    |              |
| Savvis                | Colombia       | 08/06/1999  | 99055381           |                   |                     | Pending    |              |
| Savvis                | Denmark        | 08/10/1999  | VA 1999<br>03241   | 06/02/2000        | VR 2000<br>02409    | Registered | 9,38,42      |
| Savvis                | Finland        | 08/13/1999  | T199902524         |                   |                     | Pending    |              |
| Savvis                | France         | 08/10/1999  | 99 807 353         | 08/10/1999        | 99 807 353          | Registered |              |
| Savvis                | Germany        | 08/11/1999  | 39948151.6/3<br>8  | 02/24/2000        | 399 48 151          | Registered |              |
| Savvis                | Greece         | 12/27/1999  | 142742             |                   |                     | Pending    | 38,42        |
| Savvis                | Hong Kong      | 09/02/1999  | 99/12015           | 09/02/1999        | 6116/2000           | Registered |              |
| Savvis                | India          | 09/08/1999  | 875438             |                   |                     | Pending    | 16           |
| Savvis                | Indonesia      | 08/10/1999  | J99-14299          |                   |                     | Pending    |              |
| Savvis                | Ireland        | 08/09/1999  | 99/2711            |                   |                     | Pending    | 38           |
| Savvis                | Italy          | 08/06/1999  | N/A                |                   |                     | Pending    |              |
| Savvis                | Japan          | 09/24/1999  | 78023/1999         |                   |                     | Pending    |              |
| Savvis                | Malaysia       | 09/27/1999  | 99/09513           |                   |                     | Pending    |              |
| Savvis                | Mexico         | 08/19/1999  | 387764             |                   |                     | Pending    |              |
| Savvis                | New Zealand    | 08/06/1999  | 314238             |                   |                     | Pending    |              |
| Savvis                | Norway         | 08/10/1999  | 99.07982           | 11/10/1999        | 704.008             | Registered |              |
| Savvis                | Oman           | 08/22/1999  | 20718              |                   |                     | Pending    | 38           |
| Savvis                | Panama         | 01/07/2000  | 104756             |                   |                     | Pending    | 42           |
| Savvis                | Peru           | 08/26/1999  | 90061              | 2/14/2000         | 20335               | Registered |              |
| Savvis                | Philippines    | 08/06/1999  | 4-1999-<br>000576  |                   |                     | Pending    |              |
| Savvis                | Portugal       | 05/22/2000  | 346732             |                   |                     | Pending    | 38           |

Trademark Security Agreement (Savvis Communications Corporation)  
DALLAS2 714834v1 07818-00098

**TRADEMARK**  
**REEL: 002161 FRAME: 0910**

**TRADEMARKS**

| Trademark                    | Country           | Filing Date | Application Number | Registration Date | Registration Number | Status     | Class/ Goods |
|------------------------------|-------------------|-------------|--------------------|-------------------|---------------------|------------|--------------|
| Savvis                       | Qatar             | 08/22/1999  | 21227              |                   |                     | Pending    |              |
| Savvis                       | Saudi Arabia      | 01/30/2000  | 62338              |                   |                     | Pending    |              |
| Savvis                       | Singapore         | 08/11/1999  | T99/08532F         |                   |                     | Pending    |              |
| Savvis                       | South Africa      | 08/11/1999  | 99/14532           |                   |                     | Pending    |              |
| Savvis                       | South Korea       | 08/11/1999  | 99-11609           |                   |                     | Pending    | 38           |
| Savvis                       | Spain             | 11/04/1999  | 2268139            |                   |                     | Pending    | 38           |
| Savvis                       | Sweden            | 08/11/1999  | 99-05606           |                   |                     | Pending    | 35,38,42     |
| Savvis                       | Switzerland       | 08/10/1999  | 07169/1999         |                   |                     | Pending    |              |
| Savvis                       | Taiwan            | 08/06/1999  | N/A                |                   |                     | Pending    |              |
| Savvis                       | Thailand          | 09/28/1999  | 399301             |                   |                     | Pending    | 38           |
| Savvis                       | Trinidad & Tobago | 08/06/1999  | N/A                |                   |                     | Pending    |              |
| Savvis                       | United Arab EMR   | 02/14/2000  | 35012              |                   |                     | Pending    | 38           |
| Savvis                       | United Kingdom    | 08/12/1999  | 2205574            |                   |                     | Pending    | 38           |
| Savvis                       | Venezuela         | 03/30/2000  | 2000-005288        |                   |                     | Pending    |              |
| Savvis                       | USA               | 10/06/1999  | 75/816754          |                   |                     |            |              |
| Savvis Communications        | USA               | 11/26/1996  | 75/204,404         | 04/07/1998        | 2,148,947           | Registered | 38           |
| BPP                          | USA               | 03/16/1998  | 75/451055          |                   |                     |            |              |
| Miscellaneous Design (SWIRL) | USA               | 03/28/1997  | 75/266524          | 02/10/1998        | 2135966             |            |              |
| Privatenap                   | USA               | 10/06/1999  | 75/816756          |                   |                     |            |              |
| Proactive Network            | USA               | 10/06/1999  | 75/816557          |                   |                     |            |              |
| Proconnect                   | USA               | 10/06/1999  | 75/816511          |                   |                     |            |              |
| Prolink                      | USA               | 10/06/1999  | 75/816915          | 07/04/2000        | 2364749             |            |              |
| Promanaged                   | USA               | 10/06/1999  | 75/816755          |                   |                     |            |              |
| Promanaged Plus              | USA               | 10/06/1999  | 75/816753          |                   |                     |            |              |
| Prosecure                    | USA               | 10/06/1999  | 75/816560          |                   |                     |            |              |
|                              |                   |             |                    |                   |                     |            |              |

**TRADEMARK LICENSES**

| Name of Agreement | Parties | Date of Agreement |
|-------------------|---------|-------------------|
| None.             |         |                   |

Trademark Security Agreement (Savvis Communications Corporation)  
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