

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
Nine Systems Corporation	Streaming Media Corporation	07/15/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NaviSite, Inc.
Street Address:	400 Minuteman Road
City:	Andover
State/Country:	MASSACHUSETTS
Postal Code:	01810
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2449226	
Serial Number:	76051486	WWW. SMC.NET
Serial Number:	76051485	SMC
Serial Number:	76051484	STREAMING MEDIA
Serial Number:	76051488	STREAMING MEDIA

CORRESPONDENCE DATA

Fax Number: (312)269-8869
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 346-8000
 Email: itsimerman@seyfarth.com
 Correspondent Name: Inna Tsimerman c/o Seyfarth Shaw LLP
 Address Line 1: 55 East Monroe Street
 Address Line 2: Suite 4300
 Address Line 4: Chicgao, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	31662/000052
NAME OF SUBMITTER:	Inna Tsimerman

OP \$140.00 2449226

Total Attachments: 5

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EXHIBIT A

SECURITY AGREEMENT

This SECURITY AGREEMENT is made as of the 15th day of July, 2004 by and between Nine Systems Corporation, a Delaware corporation formerly known as Streaming Media Corporation ("Debtor"), and NaviSite, Inc., a Delaware corporation ("Secured Party").

A. Debtor and Secured Party have entered into a Settlement Agreement and Conditional Mutual Release, dated as of July 15, 2004 (the "Settlement Agreement"), pursuant to which Debtor has become indebted to Secured Party for the principal sum of \$350,000, all as more particularly set forth in that certain Secured Promissory Note (the "Note") dated July 15, 2004 in the principal amount of \$ 350,000.00 executed by Debtor to the order of Secured Party.

B. As security for the prompt and complete payment of all indebtedness evidenced by the Note and for certain other obligations of Debtor set forth below, Debtor has agreed to grant Secured Party a security interest in the property hereinafter described.

C. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement.

NOW THEREFORE, for value received, Debtor and Secured Party agree as follows:

1. THE COLLATERAL

As security for the Obligations (as defined in Section 2 below), Debtor hereby grants to Secured Party, a security interest (the "Security Interest") in the following property of Debtor, whether now owned or hereafter acquired (hereinafter collectively called the "Collateral"):

(a) all of the Debtor's accounts receivable (including without limitation all rights to payment for services or inventory, however arising);

(b) all of the Debtor's inventory, including without limitation returned and repossessed goods, raw materials and work in progress;

(c) all of the Debtor's goods (other than inventory), equipment, supplies, vehicles, and fixtures;

(d) all Chattel Paper, Instruments, Documents and General Intangibles (as defined in the California Uniform Commercial Code including, without limitation, all patents, patent applications, trademarks, trademark applications, tradenames, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, claims against carriers and shippers, guarantee claims, contracts rights, security interests, security deposits and any rights to indemnification);

(e) all real property;

(f) all deposits and cash and any other property of Debtor now or hereafter in the possession, custody or control of Secured Party or any agent or any parent, affiliate or subsidiary of Secured Party for any purpose (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise);

(g) All documents of title evidencing or issued with respect to any of the foregoing;
and

(h) All replacements and substitutions for, accessions to and proceeds of all of the foregoing including, without limitation, proceeds of insurance policies insuring the foregoing.

2. OBLIGATIONS SECURED

The Security Interest secures the payment and performance of the liabilities and obligations of Debtor to Secured Party under the Note, this Agreement, and the Settlement Agreement, whether for principal or interest (including, without limitation, interest which, but for the filing of a petition in bankruptcy with respect to Debtor, would accrue on such obligations) or payments of fees, expenses or otherwise, and all obligations of Debtor now or hereinafter arising under this Agreement and the Settlement Agreement (all such obligations being the "Obligations"). The security interests granted herein shall continue in full force and effect until all of the Obligations are satisfied in full.

3. EVENTS OF DEFAULT

Each of the following shall constitute an "Event of Default" hereunder:

(a) failure to pay, when and as due, any principal, interest or other amounts payable in connection with any of the Obligations, provided such default is not cured within 5 days of the Default Notice, as defined in the Settlement Agreement; or

(b) all or any substantial part of any of the Collateral is assigned, transferred or sold not in the ordinary course of Debtor's business; or

(c) Debtor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Debtor or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(d) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Debtor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to

bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of 60 days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Debtor shall be appointed and such appointment shall remain unvacated and unstayed for an aggregate of 60 days (whether or not consecutive); or

(e) A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Collateral, or any judgment involving monetary damages shall be entered against the Debtor which shall become a lien on the Collateral or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within 60 days after its entry or levy.

4. RIGHTS UPON DEFAULT

4.1 Upon the occurrence of an Event of Default, Secured Party may do any or all of the following any or all of which may be exercised from time to time and as often as Secured Party shall deem necessary or desirable:

(a) exercise from time to time any or all rights, privileges and remedies available to Secured Party by agreement, in law or in equity, including those under any other applicable agreement with respect to any of the Collateral then held for the Obligations, and to apply such monies and the net proceeds of the Collateral to any of the Obligations;

(b) peaceably enter any premises where any Collateral is located and take possession of such Collateral, with or without notice or process of any kind and without limiting any other rights of Secured Party hereunder;

(c) notify Debtor's lessees, consignees, renters and/or account debtors to make all payments directly to Secured Party and to surrender, at the termination of any such lease, rental agreement or consignment, the item or items leased, rented or consigned, or pay the sale option price, if any, directly to Secured Party and;

(d) In addition to the rights and remedies provided in this Agreement, Secured Party may invoke the rights and remedies of a secured party under Division 9 of the California Uniform Commercial Code – Secured Transactions, as amended, and any and all other applicable laws.

4.2 If Debtor fails to fulfill any obligation imposed upon it by this Agreement, Secured Party shall be permitted to exercise any and all rights of a secured lender, including the right to initiate a legal proceeding to enforce the terms of this Agreement. In such case, Debtor shall be responsible for the payment of Secured Party's reasonable attorneys' fees and costs associated with such action.

5. MISCELLANEOUS

5.1 This Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

5.2 If any provision of this Security Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Security Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

5.3 The rights, powers and remedies of Secured Party hereunder are cumulative and not alternative and shall not be exhausted by the single assertion thereof and the failure of Secured Party to exercise any such right, power or remedy will not be deemed a waiver thereof nor preclude any further or additional exercise of such right, power or remedy. The waiver of any default hereunder shall not be effective unless in writing and, in any event, shall not be a waiver of any subsequent default.

5.4 This Security Agreement or copies of this Security Agreement may be filed as a financing statement.

5.5 This Security Agreement shall be governed by and construed under the laws of the State of California. The parties acknowledge the jurisdiction of the state, federal and local courts located within the State of California over controversies arising from or relating to this Security Agreement.

5.6 This Security Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement.

5.7 This Security Agreement constitutes a security agreement as that term is used in the Uniform Commercial Code of California.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Security Agreement to be executed by their respective officers as of the date first above written.

DEBTOR:

By: _____
Its: _____

SECURED PARTY:

By: John J. Baumgardner
Its: Chief Financial Officer

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DEBTOR:

By: 
Its: President & CEO

SECURED PARTY:

By: _____
Its: _____