

700258116-A

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies):

Surebridge, Inc.

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

Citizenship (see guidelines) Delaware  
Additional names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Lexington Acquisition Corp

Internal Address:

Street Address: 400 Minuteman Road

City: Andover

State: MA

Country: USA Zip: 01810

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

#### 3. Nature of conveyance / Execution Date(s):

Execution Date(s) June 10, 2004

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

#### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2629201

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ALWAYS THERE

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

Name: Ann James

Internal Address: C/O BRI Law Group LLC

Street Address: 31 St. James Ave. Suite 850

City: Boston

State: MA Zip: 02116

Phone Number: 617-399-6933

Fax Number: 617-399-6930

Email Address: ajames@brilawgroup.com

#### 6. Total number of applications and registrations involved:

1

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

a. Credit Card Last 4 Numbers 3005  
Expiration Date 09/08

b. Deposit Account Number  
Authorized User Name

#### 9. Signature:

Ann M. James  
Signature

4/13/06  
Date

Ann M. James  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 2629201

BILL OF SALE AND ASSIGNMENT OF INTANGIBLES

KNOW ALL PERSONS BY THESE PRESENTS, that Surebridge, Inc., a Delaware corporation (the "Seller"), in consideration of the sum of 3,000,000 shares of common stock of Parent (as hereinafter defined), the issuance of the Notes and other good and valuable consideration paid to it by Parent, the receipt and sufficiency whereof are hereby acknowledged, does hereby transfer, convey, sell, assign and deliver to Buyer and its successors and assigns, pursuant to an Asset Purchase Agreement dated as of May 6, 2004, by and among NaviSite, Inc., a Delaware corporation ("Parent"), Lexington Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Parent ("Buyer"), and Seller (the "Asset Purchase Agreement"), all right, title and interest in and to the Purchased Assets (as defined in the Asset Purchase Agreement). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

TO HAVE AND TO HOLD, all and singular, the aforesaid Purchased Assets and all appurtenances thereto unto Buyer and its successors and assigns forever for its and their own use forever.

AND, FURTHER, Seller hereby covenants, represents, warrants and agrees that, at the request of Parent or Buyer (at Parent's expense if there is any expense), Seller will from time to time after the date hereof, execute and deliver further instruments of transfer and assignment and take such further action as Parent or Buyer may reasonably request to consummate more effectively the transactions contemplated by the Asset Purchase Agreement, as set forth in such Asset Purchase Agreement, and to vest in Buyer good title to the Purchased Assets free and clear of all Liens.

AND, FURTHER, the Company hereby agrees to use its commercially reasonable efforts to take or cause to be taken all appropriate action, do or cause to be done all things necessary, proper or advisable, and execute and deliver such documents and other papers, as may be required to carry out the provisions of the Asset Purchase Agreement and consummate and make effective the transactions contemplated by the Asset Purchase Agreement.

AND, FURTHER, this Bill of Sale shall be binding on, inure to the benefit of and be enforceable by Parent and Buyer and their respective successors and assigns.

AND, FURTHER, in the event that any of the terms of this Bill of Sale conflict in any way with the provisions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

AND, FURTHER, this Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

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AND, FURTHER, this Bill of Sale may be executed in any number of counterparts, all of which shall be considered one and the same instrument and shall become effective when counterparts have been signed by each of the parties and delivered to the other party.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale and Assignment of Intangibles to be executed on their behalf by an authorized officer of Seller, Buyer and Parent as of ~~May~~ June 10, 2004.

**SELLER:**  
SUREBRIDGE, INC.

By: *Peter J. Brown*  
Name:  
Title:

**BUYER:**  
LEXINGTON ACQUISITION CORP.

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

**PARENT:**  
NAVISITE, INC.


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

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale and Assignment of Intangibles to be executed on their behalf by an authorized officer of Seller, Buyer and Parent as of ~~May~~ June 10, 2004.

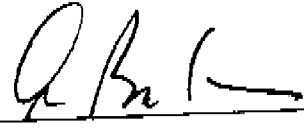
**SELLER:**  
SUREBRIDGE, INC.

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

**BUYER:**  
LEXINGTON ACQUISITION CORP.

By:   
Name:  
Title:

**PARENT:**  
NAVISITE, INC.

By:   
Name:  
Title: