

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NaviSite, Inc.		06/08/2007	CORPORATION: DELAWARE
ClearBlue Technologies Management, Inc.		06/08/2007	CORPORATION: DELAWARE
Conxion Corporation		06/08/2007	CORPORATION: CALIFORNIA
Intrepid Acquisition Corp.		06/08/2007	CORPORATION: DELAWARE
Lexington Acquisition Corp.		06/08/2007	CORPORATION: DELAWARE
ManagedOps.com, Inc.		06/08/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce, as Collateral Agent
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank:

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2806523	THOMAS
Registration Number:	2445562	NAVISITE
Registration Number:	2306217	NAVISITE
Registration Number:	2470821	NAVISITE
Registration Number:	2256916	NAVISITE
Registration Number:	2737230	FAILSAFE HOSTING
Registration Number:	2493271	3SP
Registration Number:	2594727	HOTROUTE
Registration Number:	2629201	ALWAYS THERE

CH \$640.00 2806523

Registration Number:	2579490	SUREBRIDGE
Registration Number:	2596858	MANAGEDOPS.COM, INC.
Registration Number:	2472621	INTERLIANT
Registration Number:	2529548	RAPIDSUCCESS
Registration Number:	2741717	DELTA EDGE
Registration Number:	2568114	WE SELL SANITY
Registration Number:	2377485	MANAGED OPERATIONS
Registration Number:	2529123	FIRSTFAX
Registration Number:	2329484	ENTERPRISE SOLUTIONS FROM APPLIEDTHEORY
Registration Number:	2399360	T
Registration Number:	2508415	CYBER CENTS
Registration Number:	2374370	EZ POST
Registration Number:	2336579	NET POTENTIAL. REALIZED
Serial Number:	77152751	AMERICA'S JOB EXCHANGE
Serial Number:	77156254	NATIONAL LABOR EXCHANGE
Serial Number:	77183949	NAVISITE ISV ON-DEMAND SANDBOX

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 952035
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	07/12/2007

Total Attachments: 7
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Trademark Security Agreement

Trademark Security Agreement, dated as of June 8, 2007, by NAVISITE, INC., AVASTA, INC., CONXION CORPORATION, LEXINGTON ACQUISITION CORP., MANAGEDOPS.COM, INC., INTREPID ACQUISITION CORP. and CLEARBLUE TECHNOLOGIES MANAGEMENT, INC., (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, acting through its New York agency, in its capacity as collateral agent, pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (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 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. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The 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 Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 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 payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors 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. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[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.

Very truly yours,

**NAVISITE, INC.
AVASTA, INC.
CONXION CORPORATION
LEXINGTON ACQUISITION CORP.
MANAGEDOPS.COM, INC.
INTREPID ACQUISITION CORP.
CLEARBLUE TECHNOLOGIES
MANAGEMENT, INC.**

By: _____

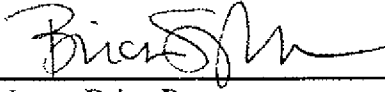
**Name: James W. Pluntze
Title: Chief Financial Officer**

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 003578 FRAME: 0820**

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE,
acting through its New York Agency, as Collateral Agent

By: 
Name: Brian Perman
Title: Authorized Signatory

[Trademark Security Agreement]

TRADEMARK
REEL: 003578 FRAME: 0821

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

TRADEMARK	REGISTRATION NUMBER	OWNER	COUNTRY
THOMAS	2806523	NaviSite, Inc.	US
NAVISITE	2445562	NaviSite, Inc.	US
NAVISITE	2306217	NaviSite, Inc.	US
NAVISITE	2470821	NaviSite, Inc.	US
NAVISITE	2256916	NaviSite, Inc.	US
FAILSAFE HOSTING	2737230	Conxion Corporation	US
3SP	2493271	Conxion Corporation	US
HOTROUTE	2594727	Conxion Corporation	US
ALWAYS THERE	2629201	Lexington Acquisition Corp.	US
SUREBRIDGE	2579490	Lexington Acquisition Corp.	US
MANAGEDOPS.COM, INC.	2596858	ManagedOps.com, Inc.	US
INTERLIANT	2472621	Intrepid Acquisition Corp.	US
SITEHARBOR	541812	NaviSite, Inc.	Canada
N NAVISITE	575858	NaviSite, Inc.	Canada
NAVISITE	565234	NaviSite, Inc.	Canada
RAPIDSUCCESS	2529548	ManagedOps.com, Inc.	US
DELTA EDGE	2741717	ClearBlue Technologies Management, Inc.	US
INFRASTRUCTURE-ON-	1878594	Avasta, Inc.	Europe

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CONXION	1625318	Conxion Corporation	Europe
SUREBRIDGE	593530	Lexington Acquisition Corp.	Canada
INTERLIANT	492178	Intrepid Acquisition Corp.	Canada
SUREBRIDGE	1624162	Lexington Acquisition Corp.	Europe
INTERLIANT	469585	Intrepid Acquisition Corp.	Europe
SUREBRIDGE	789053	Lexington Acquisition Corp.	Mexico
INTERLIANT	4372649	Intrepid Acquisition Corp.	Japan
WE SELL SANITY	2568114	Intrepid Acquisition Corp.	US
MANAGED OPERATIONS	2377485	Lexington Acquisition Corp.	US
FIRSTFAX	2529123	ClearBlue Technologies Management, Inc.	US
ENTERPRISE SOLUTIONS FROM APPLIEDTHEORY	2329484	ClearBlue Technologies Management, Inc.	US
T and design	2399360	Lexington Acquisition Corp.	US
CYBER CENTS	2508415	ClearBlue Technologies Management, Inc.	US
EZ POST	2374370	ClearBlue Technologies Management, Inc.	US
NET POTENTIAL. REALIZED	2336579	ClearBlue Technologies Management, Inc.	US

Trademark Applications:

TRADEMARK	APPLICATION NUMBER	OWNER	COUNTRY
AMERICA'S JOB exchange	77152751 (4/10/2007)	NaviSite, Inc.	US
NATIONAL LABOR EX-	77156254	NaviSite, Inc.	US

CHANGE	(4/13/2007)		
NAVISITE ISV ON- DEMAND SANDBOX	77183949 (5/17/2007)	NaviSite, Inc.	US