

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	02/01/2011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NaviSite, Inc.		02/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Time Warner Cable Inc.		
Street Address:	60 Columbus Circle		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10023		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85122053	COLO 2.0	
CORRESPONDENCE DATA			
Fax Number:	(303)473-2720		
Phone:	303.473.2865		
Email:	docket@hollandhart.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Ester Martin Maillaro		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attn: Trademark docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	07185.2162		
NAME OF SUBMITTER:	Ester Martin Maillaro		

Signature:	/Ester Martin Maillaro/
Date:	01/06/2012
Total Attachments: 8 source=Agreement and Plan of Merger Page 1#page1.tif source=Agreement and Plan of Merger Pages 5-6#page1.tif source=Agreement and Plan of Merger Pages 5-6#page2.tif source=Agreement and Plan of Merger Page 35#page1.tif source=Agreement and Plan of Merger Signatures#page1.tif source=Agreement and Plan of Merger Signatures#page2.tif source=Disclosure Schedules#page1.tif source=Disclosure Schedules#page2.tif	

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

TIME WARNER CABLE INC.,

AVATAR MERGER SUB INC.

AND

NAVISITE, INC.

Dated as of February 1, 2011

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (hereinafter referred to as this "Agreement"), dated as of February 1, 2011, is by and among Time Warner Cable Inc., a Delaware corporation ("Parent"), Avatar Merger Sub Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and NaviSite, Inc., a Delaware corporation (the "Company").

WHEREAS, pursuant to this Agreement, and upon the terms and subject to the conditions set forth herein, Merger Sub shall be merged with and into the Company with the Company as the Surviving Corporation (the "Merger," and together with the other transactions contemplated by this Agreement, the "Transaction"), in accordance with the General Corporation Law of the State of Delaware (the "DGCL"), whereby each issued and outstanding share of common stock of the Company, par value \$.01 per share (the "Company Common Stock"), not owned directly or indirectly by Parent, Merger Sub or the Company (other than Dissenting Shares and Forfeited Stock) shall be converted into the right to receive \$5.50 per share of Company Common Stock in cash (the "Common Stock Merger Consideration"), subject to any withholding of Taxes required by applicable Law and each issued and outstanding share of Series A Convertible Preferred Stock of the Company, par value \$.01 per share (the "Series A Preferred Stock"), not owned directly or indirectly by Parent, Merger Sub or the Company (other than Dissenting Shares) shall be converted into the right to receive \$8.00 per share in cash (the "Preferred Stock Merger Consideration," and together with the Common Stock Merger Consideration, the "Stock Merger Consideration"), subject to any withholding of Taxes required by applicable Law;

WHEREAS, the Board of Directors of the Company (the "Company Board") has formed a special committee of the Company Board for the purpose of, among other things, evaluating and making a recommendation to the full Company Board with respect to this Agreement and the Transaction (the "Special Committee");

WHEREAS, the Company Board, following the recommendation of the Special Committee, and on the terms and subject to the conditions set forth herein, has unanimously approved and declared advisable this Agreement and the Transaction, including the Merger;

WHEREAS, the Board of Directors of Parent and Merger Sub have, on the terms and subject to the conditions set forth herein, unanimously approved and declared advisable this Agreement and the Transaction, including the Merger;

WHEREAS, effective concurrently with the execution of this Agreement, and as a condition and inducement to the willingness of Parent and Merger Sub to enter into this Agreement, the holders of the outstanding warrants to purchase shares of the Company Common Stock (the "Company Warrants") are entering into an agreement (the "Warrant Holders Agreement") with the Company, pursuant to which, among other things, such holders agree that their warrants shall be, in connection with the Merger,

cancelled and converted into the right to receive, for each Company Warrant, the excess, if any, of the Common Stock Merger Consideration over the exercise price of such Company Warrant; and

WHEREAS, concurrently with the execution of this Agreement, and as a condition and inducement to the willingness of Parent and Merger Sub to enter into this Agreement, certain stockholders of the Company (the "Principal Stockholders") are entering into voting agreements (the "Voting Agreements") with Parent and Merger Sub, pursuant to which, among other things, the Principal Stockholders agree, subject to the terms thereof, to vote in favor of the adoption of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement agree as follows:

ARTICLE I

The Merger

1.1 The Merger.

(a) Subject to the terms and conditions of this Agreement, and in accordance with the DGCL, at the Effective Time, the Company and Merger Sub shall consummate the Merger pursuant to which (i) Merger Sub shall be merged with and into the Company and the separate corporate existence of Merger Sub shall thereupon cease, (ii) the Company shall be the surviving corporation in the Merger and shall continue to be governed by the DGCL and (iii) the separate corporate existence of the Company with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The corporation surviving the Merger is sometimes hereinafter referred to as the "Surviving Corporation." The Merger shall have the effects set forth in Section 259 of the DGCL.

(b) At the Effective Time, the certificate of incorporation of the Company shall be the certificate of incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law. At the Effective Time, the bylaws of the Surviving Corporation shall be amended so as to read in their entirety in the form set forth as Exhibit A hereto until thereafter changed or amended as provided therein, by the certificate of incorporation of the Surviving Corporation or by applicable Law.

1.2 Effective Time. Parent, Merger Sub and the Company shall cause a certificate of merger or other appropriate documents (the "Certificate of Merger") to be duly executed and filed in accordance with the DGCL on the Closing Date (or on such other date as Parent and the Company may agree in writing) with the Secretary of State of the State of Delaware and shall make all other filings or recordings required in connection with the Merger under the DGCL. The Merger shall become effective at the



4.4 Ownership and Operations of Merger Sub. Parent owns beneficially and of record all of the outstanding capital stock of Merger Sub. Merger Sub was formed solely for the purpose of engaging in the Transaction, and has engaged in no other business activities and has conducted its operations only as contemplated hereby or incidental to the purposes hereof.

4.5 Litigation. There is no Legal Action pending against (or, to Parent's Knowledge, threatened against or naming as a party thereto) Parent or any of its Subsidiaries, and none of Parent or any of its Subsidiaries is subject to any judgment, order, settlement or arbitration award, in each case, which have had or would, individually or in the aggregate, reasonably be expected to result in a Parent Material Adverse Effect.

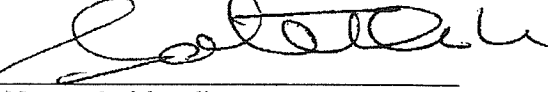
4.6 Sufficient Funds. Parent has, and will have at the Effective Time, the funds necessary to pay the Merger Consideration and the aggregate Closing Option Merger Consideration and to consummate the Merger and the Transaction and to perform its obligations in connection with this Agreement and the Transaction.

4.7 Information in the Proxy Statement. None of the information supplied by Parent or Merger Sub expressly for inclusion or incorporation by reference in the Proxy Statement (or any amendment thereof or supplement thereto) will, at the date mailed to stockholders of the Company or at the time of the Company Stockholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.



IN WITNESS WHEREOF, Time Warner Cable Inc., Avatar Merger Sub Inc. and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

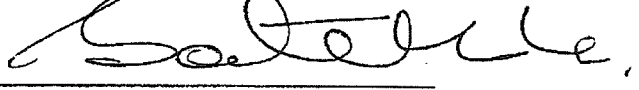
TIME WARNER CABLE INC.

By: 

Name: Satish Adige

Title: Senior Vice President, Investments

AVATAR MERGER SUB INC.

By: 

Name: Satish Adige

Title: Senior Vice President, Investments

NAVISITE, INC.

By: _____

Name: James W. Pluntze

Title: Chief Financial Officer

[Signature page to Merger Agreement]

TRADEMARK

REEL: 004693 FRAME: 0665

IN WITNESS WHEREOF, Time Warner Cable Inc., Avatar Merger Sub Inc. and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

TIME WARNER CABLE INC.

By: _____
Name: Satish Adige
Title: Senior Vice President, Investments

AVATAR MERGER SUB INC.

By: _____
Name: Satish Adige
Title: Senior Vice President, Investments

NAVISITE, INC.


By: _____
Name: James W. Pluntze
Title: Chief Financial Officer

[Signature page to Merger Agreement]

Intellectual Property
Section 3.22(b)

Trademarks

COUNTRY	MARK	APP. NO/ FILING DATE	REG NO.	OWNER	STATUS
US	NAVISITE	N/A	2445562	NaviSite, Inc.	Registered
US	NAVISITE design	N/A	3852534	NaviSite, Inc.	Registered
US	NAVISITE	N/A	2470821	NaviSite, Inc.	Registered
US	NAVISITE	N/A	2256916	NaviSite, Inc.	Registered
US	NAVICLOUD	N/A	3833961	NaviSite, Inc.	Registered
US	AMERICA'S JOB exchange	N/A	3403811	NaviSite, Inc.	Registered
US	NAVISITE ISV ON- DEMAND SANDBOX	N/A	3573304	NaviSite, Inc.	Registered
US	COLO 2.0	85122053/ (9/2/2010)	N/A	NaviSite, Inc.	Pending
Canada	SITEHARBOR	N/A	541812	NaviSite, Inc.	Registered
Canada	N NAVISITE	N/A	575858	NaviSite, Inc.	Registered
Canada	NAVISITE	N/A	565234	NaviSite, Inc.	Registered
Canada	NAVISITE design	1468472/ (2/4/2010)	N/A	NaviSite, Inc.	Pending
Canada	NAVICLOUD	1468471/ (2/4/2010)	N/A	NaviSite, Inc.	Pending
India	NAVISITE design	1926551/ (2/23/2010)	N/A	NaviSite, Inc.	Pending
India	NAVICLOUD	1926550/ (2/23/2010)	N/A	NaviSite, Inc.	Pending
United Kingdom	NAVISITE design	N/A	2538186	NaviSite, Inc.	Registered
United Kingdom	NAVICLOUD	N/A	2538109	NaviSite, Inc.	Registered
Europe	INFRASTRUCTURE-ON- TAP	N/A	1878594	Avasta, Inc.	Registered

COUNTRY	MARK	APP. NO/ FILING DATE	REG NO.	OWNER	STATUS
Europe	CONXION	N/A	1625318	Conxion Corporation	Registered
Canada	SUREBRIDGE	N/A	593530	Lexington Acquisition Corp.	Registered
Canada	INTERLIANT	N/A	492178	Intrepid Acquisition Corp.	Registered
Europe	SUREBRIDGE	N/A	1624162	Lexington Acquisition Corp.	Registered
Europe	INTERLIANT	N/A	469585	Intrepid Acquisition Corp.	Registered
Mexico	SUREBRIDGE	N/A	789053	Lexington Acquisition Corp.	Registered
Japan	INTERLIANT	N/A	4372649	Intrepid Acquisition Corp.	Registered
US	ALAGUARD	N/A	3026190	Alabanza, Inc.	Registered
US	CARTXPRESS	N/A	2960659	Alabanza, Inc.	Registered
US	CONTEXTXPRESS	N/A	2960658	Alabanza, Inc.	Registered
US	DBXPRESS	N/A	2960660	Alabanza, Inc.	Registered
US	DSM	N/A	2993697	Alabanza, Inc.	Registered
US	MOMENTUM MARKETING	N/A	2960526	Alabanza, Inc.	Registered
US	POWERED BY ALABANZA	N/A	3093589	Alabanza, Inc.	Registered
US	SITEXPRESS	N/A	3013667	Alabanza, Inc.	Registered
US		N/A	3082683	Alabanza, Inc.	Registered
Mexico	ALABANZA	N/A	814749	Alabanza, Inc.	Registered
European Union	ALABANZA	N/A	003419983	Alabanza, Inc.	Registered
Brazil	ALABANZA	825987652	N/A	Alabanza, Inc.	Pending
US	JUPITER HOSTING	N/A	3094913	Jupiter Hosting, Inc.	Registered

