

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|------------------------------|
| 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 |

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|----------------------|----------|---|
| 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
source=NaviSite_Canadianbnk_tm25#page3.tif
source=NaviSite_Canadianbnk_tm25#page4.tif
source=NaviSite_Canadianbnk_tm25#page5.tif
source=NaviSite_Canadianbnk_tm25#page6.tif
source=NaviSite_Canadianbnk_tm25#page7.tif
source=NaviSite_Canadianbnk_tm25#page8.tif

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: _____

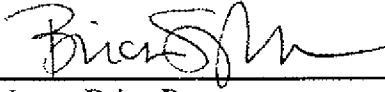
**Name: James W. Pluntze
Title: Chief Financial Officer**

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 |