

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Highwinds Network Group, Inc. | | 05/15/2007 | CORPORATION: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Harbert Mezzanine Partners II SBIC, L.P. | | |
| Street Address: | 618 Church Street, Suite 500 | | |
| City: | Nashville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37219 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77169579 | STRIKETRACKER | |
| Serial Number: | 77169578 | ROLLINGTHUNDER | |
| Serial Number: | 77127950 | HIGHWINDS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (423)785-8480 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 4237858295 | | |
| Email: | pliner@millermartin.com | | |
| Correspondent Name: | Patricia P. Liner | | |
| Address Line 1: | Suite 1000 Volunteer Building | | |
| Address Line 2: | 832 Georgia Avenue | | |
| Address Line 4: | Chattanooga, TENNESSEE 37402-2289 | | |
| ATTORNEY DOCKET NUMBER: | 17723-0002 | | |
| NAME OF SUBMITTER: | Patricia P. Liner | | |

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Signature:

/Patricia P. Liner/

Date:

05/15/2007

Total Attachments: 2

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MEMORANDUM OF SECURITY AGREEMENT

(TRADEMARKS)

Pursuant to an Intellectual Property Security Agreement dated January 31, 2006, as amended prior and subsequent to the date hereof (the "Security Agreement"), Highwinds Network Group, Inc., a Florida corporation (the "Pledger"), has granted to Harbert Mezzanine Partners II SBIC, L.P., a Delaware corporation, as agent (the "Secured Party"), a continuing security interest in, and a continuing lien upon, the Collateral (as that term is defined in the Security Agreement), including the trademarks listed on the annexed Schedule 1, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks. The Secured Party's security interest in the Trademarks can be terminated only in accordance with the terms of the Security Agreement.

Dated: May 15, 2007

HIGHWINDS NETWORK GROUP, INC.

By: 

Name: T. Steven Miller

Title: President

Schedule 1

| <u>Trademark</u> | <u>Owner</u> | <u>Status</u> | <u>Serial No.</u> |
|------------------|-------------------------------------|---------------|-------------------|
| STRIKETRACKER | Highwinds Network Group, Inc. | Application | 77169579 |
| ROLLINGTHUNDER | Highwinds Network Group, Inc. | Application | 77169578 |
| HIGHWINDS | Highwinds Network Group, Inc. | Application | 77127950 |