

TRADEMARK ASSIGNMENT

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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:	CRATOS CAPITAL MANAGEMENT, AS ADMINISTRATIVE AGENT		
Street Address:	3440 Preston Ridge Road		
Internal Address:	Suite 400		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77127950	HIGHWINDS	
CORRESPONDENCE DATA			
Fax Number:	(312)701-7711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-701-7237		
Email:	cdore@mayerbrownrowe.com		
Correspondent Name:	Christopher Dore		
Address Line 1:	71 S. Wacker Drive		
Address Line 2:	Mayer, Brown, Rowe & Maw LLP		
Address Line 4:	Chicago, ILLINOIS 60606-4637		
NAME OF SUBMITTER:	Christopher Dore		
Signature:	/Christopher Dore/		
Date:	07/13/2007		

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Total Attachments: 5

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GRANT OF SECURITY INTEREST

(TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated as of May 15, 2007, is executed by HIGHWINDS NETWORK GROUP, INC., a Florida corporation (the "Grantor"), in favor of CRATOS CAPITAL MANAGEMENT, as the Administrative Agent (in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Amended and Restated Credit Agreement, dated as of May 15, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Highwinds Capital, Inc. (the "Parent"), certain subsidiaries of the Parent party thereto, the Lenders and Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has a bona fide intent to use the trademarks more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into an Amended and Restated Intellectual Property Security Agreement dated as of May 15, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders).

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

Cratos Capital Management, LLC
3440 Preston Ridge Road
Suite 400
Alpharetta, GA 30005
Attention: Portfolio Manger

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

HIGHWINDS NETWORK GROUP, INC.

By: _____

Name: **T. Steven Miller**

Title: **President**

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

None.

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Date</u>	<u>Owner</u>	<u>Application No.</u>
HIGHWINDS	USA	March 12, 2007	Highwinds Network Group, Inc.	77-127,950