

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EASYNEWS HOLDINGS, INC.		01/31/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	CRATOS CAPITAL MANAGEMENT, LLC		
Street Address:	3440 Preston Ridge Road		
Internal Address:	Suite 400		
City:	Apharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77371808	EASYNEWS	
CORRESPONDENCE DATA			
Fax Number:	(312)706-9000		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-701-7608		
Email:	sjones2@mayerbrown.com		
Correspondent Name:	Sokya Jones		
Address Line 1:	71 South Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	06136910--WILLIAM KARIM		
NAME OF SUBMITTER:	William Karim		
Signature:	/William Karim/		
Date:	02/07/2008		

TRADEMARK

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REEL: 003715 FRAME: 0846

OP \$40.00 77371808

Total Attachments: 6

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GRANT OF SECURITY INTEREST

(TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated as of January 31, 2008, is executed by EASYNEWS HOLDINGS, INC., a Florida corporation ("Grantor") in favor of CRATOS CAPITAL MANAGEMENT, LLC 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, among the Highwinds Capital, Inc., a Florida corporation (the "Parent"), certain subsidiaries of the Parent party thereto, the Lenders and Administrative Agent, as amended by that Second Amendment, Consent and Waiver to Amended and Restated Credit Agreement, dated as of December 21, 2007 (as the same may be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend loans and other financial accommodations to the Parent and Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor: (a) is the owner of the trademarks or service marks more particularly set forth opposite its name and described on Schedule 1A annexed hereto and made part hereof, which trademarks are registered with the United States Patent and Trademark Office; and (b) is using or has a bona fide intent to use the service marks or trademarks more particularly set forth opposite its name and described on Schedule 1B annexed hereto and made a part hereof, which service marks or trademarks are subject to an application for registration in the United States Patent and Trademark Office (the marks identified in (a) and (b) collectively, the "Trademarks").

C. 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, 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 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, 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.

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

GRANTOR:

EASYNEWS HOLDINGS, INC.

By: 

Name: THOMAS S. MILLER

Title: PRESIDENT

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF FLORIDA

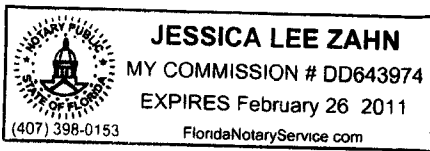
)
) ss.
)

COUNTY OF ORANGE

On 2/4/08, before me, JESSICA L. ZAHN, NOTARY PUBLIC
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared THOMAS STEVEN MILLER,
Name of Signer(s)

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jessica Lee Zahn
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

- Title(s)
☐ Partner(s) ☐ Limited
☐ Attorney-In-Fact ☐ General
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Title or Type of Document

Number of Pages

Date of Document

Signer is Representing:
Name of Person(s) or Entity(ies)

Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Registration No.</u>
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None

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Date</u>	<u>Owner</u>	<u>Application No.</u>
EASYNEWS	January 15, 2008	Easynews Holdings, Inc.	77-371,808