

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
HIGHWINDS NETWORK GROUP, INC.		05/15/2007	CORPORATION:
HIGHWINDS MEDIA GROUP, INC.		05/15/2007	CORPORATION: FLORIDA
PUREGIG HOLDINGS, INC.		05/15/2007	CORPORATION: FLORIDA
UNS HOLDINGS, INC.		05/15/2007	CORPORATION: FLORIDA
EASYNEWS HOLDINGS, INC.		05/15/2007	CORPORATION: FLORIDA
HIGHWINDS CAPITAL, INC.		05/15/2007	CORPORATION:
HIGHWINDS HOLDINGS, INC.		05/15/2007	CORPORATION:
TSM TECHNOLOGY MANAGEMENT, INC.		05/15/2007	CORPORATION:
HIGHWINDS WHOLESALE GROUP, INC.		05/15/2007	CORPORATION:
HIGHWINDS RETAIL GROUP, INC.		05/15/2007	CORPORATION:
HIGHWINDS SYSTEMS GROUP, INC.		05/15/2007	CORPORATION:
SHARKI MEDIA, INC.		05/15/2007	CORPORATION:
HIGHWINDS SOFTWARE, L.L.C.		05/15/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	CRATOS CAPITAL MANAGEMENT, LLC, 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: 2

900115166

TRADEMARK
 REEL: 003846 FRAME: 0228

CH \$65.00 77401201

Property Type	Number	Word Mark
Serial Number:	77401201	USENETSERVER
Serial Number:	77401173	USENETSERVER.COM

CORRESPONDENCE DATA

Fax Number: (404)815-2424

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-815-2231

Email: carolfraser@paulhastings.com

Correspondent Name: Carol Fraser, Corporate Paralegal

Address Line 1: 600 Peachtree Street, NE, Suite 2400

Address Line 2: Paul Hastings Janofsky & Walker LLP

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	09/03/2008

Total Attachments: 22

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement"), dated as of May 15, 2007, is an amendment to and a restatement of that certain Intellectual Property Security Agreement, dated as of November 22, 2006, and is entered into by and among Highwinds Capital, Inc., a Florida corporation (the "Company"), each of the other Affiliates of the Company party hereto and which becomes a party hereto pursuant to Section 9 hereof (such entities together with the Company, each a "Grantor" and collectively, the "Grantors"), and Cratos Capital Management, LLC, as 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" and together with the Administrative Agent, the "Secured Parties").

RECITALS

A Pursuant to that certain Amended and Restated Credit Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the Lenders and the Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantors upon the terms and subject to the conditions set forth therein.

B. The Lenders' obligations to extend loans and other financial accommodations to the Grantors under the Credit Agreement are subject, among other conditions, to receipt by the Administrative Agent of this Security Agreement duly executed by the Grantors.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

1. **Definitions and Interpretation.** When used in this Security Agreement, the following terms shall have the following respective meanings:

"Administrative Agent" shall have the meaning given to that term in the introductory paragraph hereof.

"Collateral" shall have the meaning given to that term in Section 2 hereof.

"Copyright Office" shall mean the United States Copyright Office or any successor office or agency thereto.

"Copyright Licenses" shall have the meaning given to that term in Attachment 1 hereto.

"Copyrights" shall have the meaning given to that term in Attachment 1 hereto.

"Credit Agreement" shall have the meaning given to that term in Recital A hereof.

"Grantor(s)" shall have the meaning given to that term in the introductory paragraph hereof.

"Invention" means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof that is material to the operation of any Grantor's business and developed by such Grantor, its employees or agents, whether or not the subject of Patents or Patent Applications.

"Know-How" shall have the meaning given to that term in Attachment 1 hereto.

"Lenders" shall have the meaning given to that term in the introductory paragraph hereof.

"Mask Works" shall have the meaning given to that term in Attachment 1 hereto.

"Other Proprietary Information" shall have the meaning given to that term in Attachment 1 hereto.

"Patent and Trademark Office" shall mean the United States Patent and Trademark Office or any successor office or agency thereto.

"Patent Applications" shall mean all applications made by, or on behalf of, a Grantor to the Patent and Trademark Office or to any similar office or agency of any foreign country or political subdivision thereof for the registration of Patents.

"Patent Registrations" shall mean all Patents registered with the Patent and Trademark Office or with any similar office or agency of any foreign country or political subdivision thereof and all Patent Applications.

"Patent Licenses" shall have the meaning given to that term in Attachment 1 hereto.

"Patents" shall have the meaning given to that term in Attachment 1 hereto.

"Secured Obligations" shall mean and include (a) in the case of the Grantors party to the Credit Agreement, the Obligations (as defined in the Credit Agreement) and (b) in the case of each other Grantor, all liabilities and obligations, howsoever arising, owed by such Grantor to the Administrative Agent or any Lender of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising pursuant to the terms of any of the Loan Documents to which such Grantor is a party, including without limitation all interest (including interest that accrues after the commencement of any bankruptcy or other insolvency proceeding by or against

such Grantor), fees, charges, expenses, attorneys' fees and accountants' fees chargeable to and payable by the Grantor hereunder and thereunder.

"Security Agreement" means this Amended and Restated Intellectual Property Security Agreement and all exhibits and schedules hereto, as the same may from time to time be amended, modified, supplemented or restated.

"Trade Secrets" shall have the meaning given to that term in Attachment 1 hereto.

"Trademark Licenses" shall have the meaning given to that term in Attachment 1 hereto.

"Trademarks" shall have the meaning given to that term in Attachment 1 hereto.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Georgia; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Secured Parties' security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Georgia, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection of priority and for purposes of definitions related to such provisions.

Unless otherwise defined herein, all other capitalized terms used herein and defined in the Credit Agreement shall have the respective meanings given to those terms in the Credit Agreement, and all terms defined in the UCC and not otherwise defined in the Credit Agreement shall have the respective meanings given to those terms in the UCC. The rules of construction set forth in Article I of the Credit Agreement shall, to the extent not inconsistent with the terms of this Security Agreement, apply to this Security Agreement and are hereby incorporated by reference.

2. **Grant of Security Interest.** Each Grantor hereby grants to the Administrative Agent for itself and for the pro rata benefit of the Secured Parties, as security for the full, prompt, complete and final payment when due (whether at stated maturity, by acceleration or otherwise) and prompt performance and observance of all of the Secured Obligations of such Grantor, and in order to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to make loans and other financial accommodations available to and for the benefit of the Borrowers upon the terms and subject to the conditions thereof, a security interest in and to all of such Grantor's right, title and interest in, to and under the property described in Attachment 1 hereto, whether now owned or hereafter acquired (collectively and severally, the "Collateral"), which Attachment 1 is incorporated herein by this reference; provided, however, that the Collateral shall not include any contract rights or general intangibles which by their express terms prohibit the applicable Grantor from granting a security interest therein, but only to the extent that such prohibition would be enforceable notwithstanding the provisions of Section 9-406, 9-407 or 9-408 of the UCC.

3. **Representations and Warranties.** Each Grantor represents and warrants to the Secured Parties as follows:

(a) Each Grantor has good and valid rights in, title to or leasehold interests in and the right to use (pursuant to a valid license or other agreement) each item of the Collateral pledged by such Grantor hereunder (or, in the case of after-acquired Collateral, at the time such Grantor acquires rights in such after-acquired Collateral pledged by such Grantor hereunder). No other Person has (or, in the case of after-acquired Collateral, at the time such Grantor acquires rights therein, will have) any right, title, claim or interest (by way of Lien, purchase option or otherwise) in, against or to the Collateral, other than Permitted Liens.

(b) Each Grantor has full corporate power and authority to grant the security interest herein granted;

(c) Each Grantor has the sole, full and unencumbered right, title and interest in and to (i) each of the Trademarks described in Schedule A to Attachment 1 hereto for the goods and services covered by the registrations thereof, (ii) each of the Patents described in Schedule B to Attachment 1 hereto, (iii) each of the Copyrights described in Schedule C to Attachment 1 hereto and (iv) each of the Mask Works described in Schedule D to Attachment 1 hereto in each case subject to Permitted Liens. To the best of each Grantor's knowledge, the Grantors rights in and to the Collateral are valid, enforceable, unexpired and in full force and effect and have not been abandoned.

(d) No Grantor owns any Patents, Trademarks, Copyrights or Mask Works registered in, or the subject of pending applications in, the United States Patent and Trademark Office or the United States Copyright Office, other than those described in Schedules A, B, C and D to Attachment 1 hereto.

(e) No claim has been made by any third party, and no proceeding has been instituted or is pending or, to any Grantor's knowledge, threatened, which challenges any Grantor's rights to use the Collateral owned by such Grantor, or to register or maintain the registration of the Collateral owned by such Grantor or claims that any of the issued Patents, Trademarks, Copyrights or Mask Works is invalid and unenforceable or violates or may violate the rights of any Person. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any Collateral owned by a Grantor. No action or proceeding is pending or, to the knowledge of any Grantor, threatened that seeks to limit, cancel or question the validity of any Collateral or such Grantor's ownership thereof, which if adversely determined could reasonably be likely to result in a Material Adverse Effect on the value of the Collateral.

(f) No Grantor is aware of any infringement by any Person on such Grantor's rights in the Collateral. Each Grantor has exerted, continues to exert and affirmatively covenants, solely at the expense of such Grantor, that it will continue to use commercially reasonable efforts to prevent infringement by any other Person of such Grantor's Collateral or theft of such Grantor's Collateral.

(g) Set forth in Schedule E to Attachment 1, each of which is in full force and effect, hereto is a complete list of all licenses of Patents, Trademarks, Copyrights, Mask

Works, Trade Secrets, franchise agreements, and other agreements conveying rights in and to the Collateral which each Grantor has granted to any Person. No Grantor is in default under any such agreement, and no event has occurred which might likely constitutes a default by such Grantor under any such Agreement.

(h) Set forth in Schedule F to Attachment 1, each of which is in full force and effect, hereto is a complete list of all licenses of Patents, Trademarks, Copyrights, Mask Works, Trade Secrets, franchise agreements and other agreements conveying rights in and to the Collateral which any Person has granted to each Grantor. No Grantor is in default under any such agreement, and no event has occurred which might likely constitute a default by such Grantor under any such Agreement.

(i) Each Grantor has obtained from each employee who may be considered the inventor of inventions likely to be patentable (invented within the scope of such employee's employment with such Grantor or any predecessor of such Grantor) or whose employment functions included or affected research and development or other material aspects of Collateral (x) a list of any and all inventions created or developed during and within the scope of their employment by or contractual relationship with such Grantor and (y) an assignment to such Grantor of all rights and title to and interest in such inventions, including Patents.

(j) Each Grantor has taken all commercially reasonable steps to protect the secrecy and the validity under applicable law of all material Trade Secrets.

(k) Each prior transfer and assignment of interest of any and all predecessors in the Collateral of each Grantor was duly and validly authorized, executed, delivered, recorded and filed as required to vest such Grantor with complete, unrestricted ownership rights therein, subject to certain rights to use certain Patents as disclosed in the Patent Assignment from Openwave Systems, Inc. to Highwinds Software, L.L.C.

(l) No Grantor has, within the past three months prior to the date hereof, executed and/or delivered any assignment, transfer or conveyance of any of the Collateral, recorded or unrecorded.

4. **Covenants of the Grantors.** Each Grantor hereby covenants and agrees with the Administrative Agent that, from and after the date hereof until the Obligations are paid in full:

(a) Each Grantor, at the Grantors' expense, shall promptly procure, execute and deliver to the Administrative Agent all documents, instruments and agreements and perform all acts which are necessary, or which the Administrative Agent may reasonably request, including the filing of any financing or continuation statement under the UCC in effect in any jurisdiction, to establish, maintain, preserve, protect and perfect the Collateral, the Lien granted to the Administrative Agent therein (subject to Permitted Liens) or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the preceding sentence, each Grantor shall (i) execute all notices of security interest for each relevant type of intellectual property in forms suitable for filing with the Patent and

Trademark Office or the Copyright Office, as applicable, substantially in the forms of Attachments 2 and 3 hereto or other forms acceptable to the Administrative Agent and (ii) take all commercially reasonable steps in any proceeding before the Patent and Trademark Office, the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to diligently prosecute or maintain, as applicable, each application and registration of the Patents, Trademarks, Copyrights and Mask Works, including filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that the failure to prosecute or maintain or the dedication, abandonment or invalidation thereof is permitted hereunder or could not reasonably be expected to have a Material Adverse Effect). Each Grantor hereby authorizes the Administrative Agent to file any financing or continuation statement without the signature of such Grantor and filing in the Trademark Office, the Copyright Office or any similar office or agency in any other country or any political subdivision thereof.

(b) Each Grantor shall not use any Collateral or permit any Collateral to be used in violation of (i) any provision of the Credit Agreement, this Security Agreement or any other Loan Document, (ii) any applicable Law or contractual Obligation where such use could reasonably be expected to have a Material Adverse Effect, or (iii) any policy of insurance covering the Collateral where such use could reasonably be expected to have a Material Adverse Effect.

(c) Each Grantor shall pay promptly when due all taxes (unless such taxes are the subject of a good faith dispute, in which case reasonable reserves shall be maintained with respect thereto) and other governmental charges, all Liens and all other charges (except to the extent constituting Permitted Liens) now or hereafter imposed upon, relating to or affecting any Collateral.

(d) Each Grantor shall appear in and defend any action or proceeding which may affect its title to or the Administrative Agent's security interest in the Collateral if an adverse decision could reasonably be expected to have a Material Adverse Effect.

(e) Each Grantor shall keep accurate and complete records of the Collateral and shall permit the Administrative Agent to examine and make copies of such records and provide such reports and information relating to the Collateral as the Administrative Agent may request from time to time.

(f) Each Grantor shall not sell, encumber, lease, rent, option, license or otherwise dispose of or transfer any Collateral or right or interest therein except as permitted in the Credit Agreement, and each Grantor shall keep the Collateral free of all Liens except Permitted Liens.

(g) Each Grantor (either directly or through licensees) will continue to use the Trademarks in connection with each and every trademark class of goods or services applicable to its current line of products or services as reflected in its current catalogs, brochures, price lists or similar materials in order to maintain the Trademarks in full force and effect free from any claim of abandonment for nonuse if such abandonment could

reasonably be expected to have a Material Adverse Effect, and such Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated if such invalidation could reasonably be expected to have a Material Adverse Effect. Each Grantor will not do any act, or omit to do any act, whereby the Patents or Patent Registrations may become abandoned or dedicated or the remedies available against potential infringers weakened if such action or omission could reasonably be expected to have a Material Adverse Effect and shall notify the Administrative Agent immediately if it knows of any reason or has reason to know that any such Patent Registration may become abandoned or dedicated, except that such Grantor may abandon or dedicate the Patents or Patent Registrations if in the exercise of its prudent business judgment Grantor deems such abandonment or dedication to be commercially reasonable. Each Grantor will not do any act or omit to do any act, whereby the Copyrights or Mask Works may become abandoned or dedicated or the remedies available against potential infringers weakened if such action or omission could reasonably be expected to have a Material Adverse Effect, and shall notify the Administrative Agent immediately if it knows of any reason or has reason to know that any such Copyright or Mask Work may become abandoned or dedicated.

(h) Each Grantor will promptly notify the Administrative Agent upon the filing, either by such Grantor or through any agent, employee, licensee or designee, of (i) an application for the registration of any Patent, Trademark, Copyright or Mask Work with the Patent and Trademark Office or the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, (ii) any assignment of any Patent or Trademark, which such Grantor may acquire from a third party, with the Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, or (iii) any assignment of any Copyright or Mask Work, which such Grantor may acquire from a third party, with the Copyright Office or any similar office or agency in any other country or any political subdivision thereof. Upon the request of the Administrative Agent, each Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's security interest in any such Collateral and each Grantor hereby appoints the Administrative Agent as its attorney-in-fact to execute and file all such writings, such power being coupled with an interest and is irrevocable until the Obligations are paid in full.

(i) Each Grantor shall (i) make application to the Patent and Trademark Office to register any unpatented but patentable inventions developed by such Grantor or its employees (within the scope of their employment), unless such Grantor, in the exercise of its prudent business judgment, deems any such Patent not to have any significant commercial value or determines that its rights thereunder are better preserved as a Trade Secret, (ii) make application to the Patent and Trademark Office to register any registerable but unregistered Trademarks used by such Grantor in connection with its products or services unless such Grantor in the exercise of its prudent business judgment, deems any such Trademark not to have any significant commercial value, and (iii) make application to the Copyright Office to register any unregistered Copyright or Mask Work to which such Grantor has rights unless such Grantor in the exercise of its prudent business judgment, deems any such Copyright or Mask Work not to have any significant

commercial value or determines that its rights thereunder are better protected as a Trade Secret.

(j) Each Grantor shall (i) use proper statutory notice in connection with its use of the Patents, Trademarks, Copyrights and Mask Works, (ii) maintain consistent standards of quality in its manufacture of products sold under the Trademarks or provision of services in connection with the Trademarks, and (iii) take all steps necessary to protect the secrecy and the validity under applicable law of all material Trade Secrets.

(k) If any Responsible Officer of any Grantor learns of any use by any Person of any term or design likely to cause confusion with any Trademark, such Grantor shall promptly notify the Administrative Agent of such use and of all steps taken and to be taken to remedy any infringement of such Trademark if such infringement could reasonably be expected to have a Material Adverse Effect.

(l) Each Grantor shall maintain with each employee who may have access to the Trade Secrets of the Grantors an agreement by which such employee agrees not to disclose such Trade Secrets and with each employee who may be the inventor of patentable inventions (invented within the scope of such employee's employment) an invention assignment agreement requiring such employee to assign all rights to such inventions, including, patents and patent applications, to such Grantor and further requiring such employee to cooperate fully with such Grantor, its successors in interest, including the Administrative Agent, and their counsel, in the prosecution of any patent application or in any litigation involving the invention, whether such cooperation is required during such employee's employment with such Grantor or after the termination of such employment.

(m) Each Grantor, except with respect to any Patent, Trademark, Copyright or Mask Work such Grantor shall reasonably determine is of immaterial economic value to it or it otherwise reasonably determines not to do so, will take all reasonable and necessary steps, including, without limitation, in any proceeding before any tribunal, office or agency in any other country or political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each filing of applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, when appropriate. Any expenses incurred in connection with such activities shall be paid by the Grantors.

(n) Upon the reasonable request of the Administrative Agent, each Grantor will furnish to the Administrative Agent statements, schedules and inventory identifying and describing the Collateral, including, without limitation, all Collateral acquired subsequent to the date hereof and not identified on Attachment 1, all transfers, assignments, licenses or sub-licenses of the Collateral as Administrative Agent may reasonably request, all in reasonable detail.

5. **Authorized Action by the Administrative Agent.** Each Grantor hereby irrevocably appoints the Administrative Agent as its attorney-in-fact and agrees that the Administrative Agent may perform (but the Administrative Agent shall not be obligated to and shall incur no liability to any Grantor or any third party for failure so to do) any act which such Grantor is obligated by this Security Agreement to perform, and to exercise such rights and powers as such Grantor might exercise with respect to the Collateral, including, without limitation, the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all royalties, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) insure, process, preserve and enforce the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) pay any indebtedness of such Grantor relating to the Collateral, including taxes and discharge any liens placed on or against the Collateral; (e) execute and file any UCC financing or continuation statement and other documents, instruments and agreements required hereunder; (f) take possession of and endorse, in the name of the Grantor or its own name, or otherwise collect any checks, drafts, notes, acceptances or other instruments for payment of moneys due under, or with respect to, any Collateral; (g) direct any party liable for any payment under any of the Collateral to make payment if any and all moneys due or to become due thereunder directly to or pursuant to the direction of the Administrative Agent; and (h) assign any Trademark or Copyright (along with goodwill of the business to which such Trademark or Copyright pertains) throughout the world on such terms and conditions as the Administrative Agent shall determine in its sole discretion; provided, however, that the Administrative Agent shall exercise such powers only after the occurrence and during the continuance of an Event of Default. In furtherance of the powers granted in this Section 5, each Grantor shall execute and deliver to the Administrative Agent a Special Power of Attorney in the form of Attachment 4 hereto. The Grantors agree to reimburse the Administrative Agent upon demand for all costs and expenses, including reasonable attorneys' fees, the Administrative Agent may incur while acting as any Grantor's attorney-in-fact hereunder, all of which costs and expenses are included in the Secured Obligations. Each Grantor agrees that such care as the Administrative Agent gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in the Administrative Agent's possession; provided, however, that the Administrative Agent shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other Person in connection with the Secured Obligations or with respect to the Collateral. This power of attorney is a power coupled with an interest and shall be irrevocable until the Obligations are paid in full.

6. **Default and Remedies.** Each Grantor shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default, as that term is defined in the Credit Agreement. In addition to all other rights and remedies granted to the Administrative Agent by this Security Agreement, the Credit Agreement, the other Loan Documents, the UCC and other applicable Laws, the Administrative Agent may, upon the occurrence and during the continuance of any Event of Default, exercise any one or more of the following rights and remedies: (a) collect, receive, appropriate or realize upon the Collateral or otherwise foreclose or enforce the Administrative Agent's security interests in any or all Collateral in any manner not prohibited by applicable Laws or in this Security Agreement; (b) notify any or all licensees of Collateral to make payments thereon directly to the Administrative Agent; (c) sell, license or otherwise dispose of any or all Collateral at one or more public or

private dispositions, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such commercially reasonable terms and in such commercially reasonable manner as the Administrative Agent may determine; (d) upon five (5) Business Days' prior notice to the Grantors (care of the Borrowers), license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Patents, Trademarks, Copyrights or Mask Works, throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; (e) enforce (and upon notice to the Grantors have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Grantors in, to and under any one or more license agreements with respect to the Collateral (without assuming any obligations or liability thereunder), and take or refrain from taking any action under any thereof; (f) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral, pursuant to the authority granted in Section 5 hereof, execute and deliver on behalf of the Grantors, upon five (5) Business Days' prior notice to the Grantors, one or more instruments of assignment of the Patents, Trademarks, Copyrights or Mask Works (or any application or registration thereof), in form suitable for filing, recording or registration in any country; (g) take possession of any or all of the Collateral and each Grantor hereby consents to the Administrative Agent's entry onto any Grantor's premises to repossess the Collateral and specifically consents to the Administrative Agent's forcible entry thereto as long as the Administrative Agent cause no significant damage to the premises in the process of entry (drilling locks, cutting chains do not in themselves cause "significant damage" for the purpose hereof) provided that the Administrative Agent accomplishes such entry in accordance with applicable Laws.

7. **Application of Proceeds.** The proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by the Administrative Agent as set forth in the Credit Agreement.

8. **Indemnification and Release.**

(a) Each Grantor assumes all responsibility and liability arising from the use of the Patents, Trademarks, Copyrights and Mask Works, and each Grantor hereby indemnifies and holds the Administrative Agent, each Lender and their respective directors, officers, employees, agents and any of their respective Affiliates ("Indemnitees") harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of or in connection with any alleged infringement of any patent, trademark, service mark, trade name, trade secret, copyright or mask work of a third party or alleged defect in any product manufactured, promoted or sold by Grantors (or any Affiliate of the Grantors) in connection with any Patent, Trademark, Copyright or Mask Work or out of the manufacture, promotion, labeling, sale or advertisement of any product or service by the Grantors (or any Affiliate of the Grantors). Each Grantor agrees that the Administrative Agent and the Lenders do not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by the Grantors, and each Grantor hereby agrees to indemnify and hold each Indemnitee harmless with respect to any and all claims by any Person relating thereto.

(b) Each Grantor agrees to indemnify and hold the Indemnitees harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees and expenses) arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent hereunder with respect to any license agreement of the Grantors.

(c) Each Grantor agrees to indemnify and hold the Indemnitees harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees and expenses) arising out of or in connection with any claim, suit or proceeding instituted by any Grantor or in which any Grantor participates.

(d) Each Grantor hereby releases the Indemnitees from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Administrative Agent under the powers of attorney granted in Section 5 hereof, other than actions or omissions arising through the gross negligence or willful misconduct of such Indemnitees.

(e) Each Grantor agrees to cause the Administrative Agent to be named as an additional insured with respect to any policy of insurance held by the Grantors from time to time covering product liability or intellectual property infringement risk.

(f) Nothing contained in this Section 8 shall, however, be deemed to require the Grantors to indemnify or hold harmless any Indemnatee from or against any losses, costs, suits, expenses, claims or damages to the extent arising from such Indemnatee's gross negligence or willful misconduct.

9. **Additional Grantors.** If, pursuant to the terms and conditions of the Credit Agreement, the Borrowers shall be required to cause any Domestic Subsidiary that is not a Grantor to become a Grantor hereunder, such Subsidiary shall execute and deliver to the Administrative Agent a Joinder Agreement in the form of Attachment 5 and shall thereafter for all purposes be a party hereto and have the same rights, benefits and obligations as a Grantor party hereto on the Closing Date and shall be deemed to have granted to the Administrative Agent for itself and for the pro rata benefit of the Lenders the security interest described in such Joinder Agreement and Section 2 hereof.

10. **Miscellaneous.**

(a) **Notices.** All notices and other communications provided for hereunder shall be in writing or by facsimile and addressed, delivered or transmitted, if to the Agent at its address or facsimile number set forth in the Credit Agreement and if to the Grantors, at their respective addresses or facsimile numbers set forth in the Credit Agreement.

(b) **Partial Invalidity.** If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(c) Headings. The section headings and captions appearing in this Security Agreement are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Security Agreement.

(d) No Waiver; Cumulative Remedies. The Agent shall not be deemed to have waived any of its rights and remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by the Agent with the consent of the Required Lenders. No delay or omission on the part of the Agent in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Agent with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Agent deems expedient.

(e) Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(f) Termination of this Security Agreement. Subject to Section 10(f), this Security Agreement shall terminate upon the full, complete and final payment of the Secured Obligations and the termination of the Commitments under the Credit Agreement.

(g) Successors and Assigns. This Security Agreement and all obligations of the Grantors hereunder shall be binding upon the successors and assigns of the Grantors, and shall, together with the rights and remedies of the Administrative Agent hereunder, inure to the benefit of the Administrative Agent, the Lenders and their respective successors and assigns except that no Grantor may assign or transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender. Any assignment or transfer in violation of the foregoing shall be null and void. The Lenders and the Administrative Agent may disclose this Security Agreement as provided in the Credit Agreement.

(h) Further Indemnification. Each Grantor agrees to pay, and to save the Administrative Agent harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Security Agreement.

(i) Amendments, Etc. No amendment, modification, supplement, extension, termination or waiver of any provision of this Security Agreement, no approval or consent thereunder, and no consent to any departure by any Grantor therefrom, may in any event be effective unless in writing signed by the Administrative Agent with the written approval of the Requisite Lenders, and then only in the specific instance and for the specific purpose given and any such amendment, modification, supplement, extension, termination or waiver shall be binding upon the Administrative Agent, each holder of Secured Obligations and the Grantors; and, without the approval in writing of all the Lenders, no amendment, modification, supplement, termination, waiver or consent may be effective as to the matters set forth in the Credit Agreement, including, without limitation, the release of any Grantor.

(j) ENTIRE AGREEMENT. THIS SECURITY AGREEMENT REPRESENTS THE COMPLETE AND FINAL AGREEMENT AMONG THE GRANTORS AND THE ADMINISTRATIVE AGENT AND SUPERSEDES ALL PRIOR AGREEMENTS, WRITTEN OR ORAL, ON THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF SUCH PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE GRANTORS, THE ADMINISTRATIVE AGENT AND THE LENDERS.

(k) Governing Law. THIS SECURITY AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, LAWS OF THE STATE OF GEORGIA. Each Grantor agrees that any action or claim arising out of any dispute in connection with this Security Agreement, any rights or obligations hereunder or the performance or enforcement of such rights or obligations may be brought in the courts of the State of Georgia or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon each Grantor by mail at the address specified in Section 10.02 of the Credit Agreement. Each Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

(l) Waiver of a Jury Trial. EACH GRANTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS SECURITY AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OR ENFORCEMENT OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Grantor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Grantor (a) certifies that neither the Administrative Agent or any Lender nor any representative, agent or attorney of the Administrative Agent or any Lender has represented, expressly or otherwise, that the Administrative Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Security Agreement and (b) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Administrative Agent or any Lender is a party, the Administrative Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this Section 10(l).

(m) Counterparts. This Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

(n) Payments Free of Taxes, Etc. All payments made by the Grantors under this Security Agreement shall be made by the Grantors free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings (except as otherwise provided in the Credit Agreement). In addition, the Grantors shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Security Agreement. Upon request by the Administrative Agent, the Grantors shall furnish evidence satisfactory to the Administrative Agent that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(o) The Grantors' Continuing Liability. Notwithstanding any provision of this Security Agreement or any other Loan Document or any exercise by the Administrative Agent of any of its rights hereunder or thereunder (including, without limitation, any right to collect or enforce any Collateral), (i) each Grantor shall remain liable to perform its obligations and duties in connection with the Collateral and (ii) neither the Administrative Agent nor any Lender shall assume or be considered to have assumed any liability to perform such obligations and duties or to enforce any of the Grantors' rights in connection with the Collateral.

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Security Agreement to be executed as of the day and year first above written.

GRANTORS:

HIGHWINDS CAPITAL, INC.
HIGHWINDS HOLDINGS, INC.
HIGHWINDS MEDIA GROUP, INC.
TSM TECHNOLOGY MANAGEMENT, INC.
HIGHWINDS WHOLESALE GROUP, INC.
HIGHWINDS RETAIL GROUP, INC.
HIGHWINDS SYSTEMS GROUP, INC.
HIGHWINDS NETWORK GROUP, INC.
PUREGIG HOLDINGS, INC.
UNS HOLDINGS, INC.
EASYNEWS HOLDINGS, INC.
SHARKI MEDIA, INC.

By: 

Name: T. Steven Miller
Title: President

HIGHWINDS SOFTWARE, L.L.C.


By: 

Name: T. Steven Miller
Title: Manager

Accepted and acknowledged by:

CRATOS CAPITAL MANAGEMENT, LLC,
as Agent

By: Cratos Capital Partners, LLC,
its Manager

By: 
Name: Thyliss Hasen
Title: Director

ATTACHMENT 1
TO SECURITY AGREEMENT

All right, title and interest of the Grantors, whether now owned or hereafter acquired, in and to the following property:

(a) All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles and service marks, logos and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, whether registered or unregistered, including, (i) all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by any Grantor, including those described in Schedule A to this Attachment 1, which Schedule A is incorporated herein by this reference, and (ii) all reissues, extensions or renewals thereof and all licenses thereof (collectively, the "Trademarks");

(b) All agreements, material to the business of any Grantor, written or oral, providing for the grant by or to such Grantor of any right to use any Trademark, including, without limitation, those described in Schedule A to this Attachment 1, which Schedule A is incorporated herein by this reference (collectively, the "Trademark Licenses");

(c) All types of exclusionary or protective rights granted (or applications therefor) for inventions, patentable inventions, patent rights, shop rights, letters patent of the United States or any foreign country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including (i) all Patent Registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, all whether now owned or hereafter acquired by any Grantor, including those described in Schedule B to this Attachment 1, which Schedule B is incorporated herein by this reference, and (ii) all reissues, continuations, continuations-in-part or extensions thereof and all licenses thereof (collectively, the "Patents");

(d) All agreements, material to the business of any Grantor, written or oral, providing for the grant by or to such Grantor of any right to manufacture, use or sell any Invention covered by a Patent, including, without limitation, those described in Schedule B to this Attachment 1, which Schedule B is incorporated herein by this reference (collectively, the "Patent Licenses");

(e) All types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter and all copyrights including, without limitation, (i) all original works of authorship fixed in any tangible medium of expression, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works and all right, title and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States,

any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by any Grantor, including those described on Schedule C to this Attachment 1, which Schedule C is incorporated herein by this reference, and (ii) all extensions or renewals thereof and all licenses thereof (collectively, the "Copyrights");

(f) All agreements, material to the business of any Grantor, written or oral, providing for the grant by or to such Grantor of any right to reproduce copyrighted work, to prepare derivative works based on a copyrighted work, to distribute copies of a copyrighted work, to perform a copyrighted work or to display a copyrighted work or to engage in any other legally protected activity with respect to copyrighted work, including, without limitation, those described in Schedule C to this Attachment 1, which Schedule C is incorporated herein by this reference (collectively, the "Copyright Licenses");

(g) All mask works including all series of related images, however fixed or encoded, in final or intermediate form, having or representing the predetermined, three dimensional pattern of metallic, insulating, or semiconductor material present or removed from the layers of a semiconductor chip product, in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product, and all right, title and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by any Grantor, including those described on Schedule D to this Attachment 1, which Schedule D is incorporated herein by this reference, and (ii) all extensions or renewals thereof and all licenses thereof (collectively, the "Mask Works");

(h) All goodwill of the Grantors' business symbolized by the Trademarks and all customer lists and other records of the Grantors relating to the distribution of products or provision of services bearing or covered by the Trademarks;

(i) All proprietary information, including formulas, patterns, compilations, programs, devices, methods, techniques or processes, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other Persons who can obtain economic value from its disclosure or use, all whether now owned or hereafter acquired by any Grantor (collectively, the "Trade Secrets");

(j) All knowledge or information that is material to any Grantor's business and that enable such Grantor to operate its business with the accuracy, efficiency or precision necessary for commercial success (collectively, "Know-How");

(k) All types of protectable intangible property rights other than Patents, Trademarks and Copyrights, including without limitation, Trade Secrets, Know-How, computer software and the like;

(l) All claims by any Grantor against any Person for past, present or future infringement of the Patents, Trademarks, Copyrights, Mask Works, Trade Secrets, Know-How or all Other Proprietary Information; and

(m) All proceeds of the foregoing (including whatever is receivable or received when Collateral or proceeds is (are) sold, collected, exchanged, licensed or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

SCHEDULE A
TO ATTACHMENT 1
TO SECURITY AGREEMENT

NAME	COUNTRY	STATUS	SERIAL NO.
USENETSERVER	USA	Registered	77401201
USENETSERVER.COM	USA	Registered	77401173