

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.		02/22/2010	CORPORATION: FLORIDA
Puregig Holdings, Inc.		02/22/2010	CORPORATION: FLORIDA
Highwinds Media Group, Inc.		02/22/2010	CORPORATION: FLORIDA
UNS Holdings, Inc.		02/22/2010	CORPORATION: FLORIDA
Highwinds Network Group, Inc.		02/22/2010	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative Agent
Street Address:	3353 Peachtree Road, NE
Internal Address:	North Tower, Suite M-10
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	Bank: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3484623	EASYNEWS
Registration Number:	2622573	EASYNEWS
Registration Number:	2706726	PUREGIG
Registration Number:	3027344	WIND TUNNEL
Registration Number:	3344219	UNS
Registration Number:	3547547	STRIKETRACKER
Registration Number:	3489658	ROLLINGTHUNDER
Registration Number:	3734610	HIGHWINDS
Serial Number:	77401201	USENETSERVER

CORRESPONDENCE DATA

900156686

TRADEMARK
 REEL: 004164 FRAME: 0244

CH \$240.00 3484623

Fax Number: (703)415-1557

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

Phone: 703-415-1555

Email: mail@specializedpatent.com

Correspondent Name: Christopher E. Kondracki

Address Line 1: 1501 Wilson Boulevard

Address Line 2: Suite 510

Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:

1002810

NAME OF SUBMITTER:

Christopher E. Kondracki

Signature:

/Christopher E. Kondracki/

Date:

03/09/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 22, 2010, is entered into by and among EASYNEWS HOLDINGS, INC., PUREGIG HOLDINGS, INC., HIGHWINDS MEDIA GROUP, INC., UNS HOLDINGS, INC., and HIGHWINDS NETWORK GROUP, INC., each a Florida corporation (individually, a "Grantor", and collectively, the "Grantors") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of February 22, 2010 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among Assignee, the Grantors and certain of the Grantors' affiliates, and (ii) that certain Credit Agreement, dated as of February 22, 2010 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), between, among others, the Grantors, Assignee, certain Lenders party thereto, and COMERICA BANK, as co-arranger.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security granted by each Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 

Name: Thomas Armstrong

Title: Vice President

Address of Assignee:

SILICON VALLEY BANK
3353 Peachtree Road, NE
North Tower, Suite M-10
Atlanta, Georgia 30326
Attention: Mr. Thomas Armstrong
Fax: (404) 467-4467
E-mail: tarmstrong@svb.com

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004164 FRAME: 0248

GRANTORS:

EASYNEWS HOLDINGS, INC.
PUREGIG HOLDINGS, INC.
HIGHWINDS MEDIA GROUP, INC.
UNS HOLDINGS, INC.
HIGHWINDS NETWORK GROUP, INC.

By: 

Name: T. Steven Miller

Title: President

Address of Grantors:

c/o HIGHWINDS CAPITAL, INC.
807 West Morse Boulevard, Suite 101
Winter Park, Florida 32789
Attention: T. Steven Miller
Fax.: (407) 650-2719
E-mail: steve.miller@highwinds.com

Signature Page to Trademark Security Agreement

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Registrant</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Easynews Holdings, Inc.	Word Mark EASYNEWS	3484623	August 12, 2008
Easynews Holdings, Inc.	Design Mark EASYNEWS	2622573	September 24, 2002
Puregig Holdings, Inc.	Word Mark PUREGIG	2706726	April 15, 2003
Highwinds Media Group, Inc.	Word Mark WIND TUNNEL	3027344	December 13, 2005
UNS Holdings, Inc.	Word Mark UNS	3344219	November 27, 2007
Highwinds Network Group, Inc.	Word Mark STRIKETRACKER	3547547	December 16, 2008
Highwinds Network Group, Inc.	Word Mark ROLLINGTHUNDER	3489658	August 19, 2008
Highwinds Network Group, Inc.	Word Mark HIGHWINDS	3734610	January 5, 2010
Easynews Holdings, Inc.	Design Mark EASYNEWS	004007167 (E.U.)	March 11, 2005
Easynews Holdings, Inc.	Design Mark EASYNEWS	0919928 (Int'l)	December 18, 2006
Easynews Holdings, Inc.	Design Mark EASYNEWS	0821471 (Benelux)	April 17, 2007
UNS Holdings, Inc.	Word Mark USENETSERVER	9574346 (Int'l)	February 26, 2008

Applications of Registration of Trademarks

UNS Holdings, Inc.	Word Mark USENETSERVER	77/401,201	February 20, 2008
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