

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
Bandwidth Consulting, Inc.		06/30/2010	CORPORATION: CALIFORNIA
Easynews Holdings, Inc.		06/30/2010	CORPORATION: FLORIDA
Puregig Holdings, Inc.		06/30/2010	CORPORATION: FLORIDA
Highwinds Media Group, Inc.		06/30/2010	CORPORATION: FLORIDA
UNS Holdings, Inc.		06/30/2010	CORPORATION: FLORIDA
Highwinds Network Group, Inc.		06/30/2010	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative Agent
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Bank: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3584099	BANDCON DIRECT CONNECT
Registration Number:	3584100	BANDCON CONTENT DELIVERY SYSTEM

CORRESPONDENCE DATA

Fax Number: (703)519-1821
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: 1725 Duke Street
 Address Line 2: Suite 625
 Address Line 4: Alexandria, VIRGINIA 22314

900169196

TRADEMARK
 REEL: 004259 FRAME: 0361

CH \$65.00 3584099

ATTORNEY DOCKET NUMBER:	1007809TM
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	08/11/2010
<p>Total Attachments: 7 source=Bandwidth#page1.tif source=Bandwidth#page2.tif source=Bandwidth#page3.tif source=Bandwidth#page4.tif source=Bandwidth#page5.tif source=Bandwidth#page6.tif source=Bandwidth#page7.tif</p>	

JOINDER AND FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Joinder and First Amendment to Trademark Security Agreement (this "Joinder") is made effective as of this 30th day of June, 2010, by and among:

BANDWIDTH CONSULTING, INC., a California corporation (the "New Grantor"), with its principal executive offices at 151 Kalmus Drive, Suite M-2, Costa Mesa, California 92626; and

EASYNEWS HOLDINGS, INC., PUREGIG HOLDINGS, INC., HIGHWINDS MEDIA GROUP, INC., UNS HOLDINGS, INC., and HIGHWINDS NETWORK GROUP, INC., each a Florida corporation (individually, an "Existing Grantor", and collectively, the "Existing Grantors", and together with the New Grantor, individually, a "Grantor", and collectively, the "Grantors"); and

SILICON VALLEY BANK (the "Assignee"), as administrative agent pursuant to the Guarantee and Collateral Agreement and the Credit Agreement referred to below.

in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH:

A. Reference is made 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 Existing Grantors and certain of the Existing Grantors' affiliates, to which the New Grantor joined as a Grantor pursuant to that certain Assumption Agreement dated as of even date (the "Assumption Agreement") by the New Grantor in favor of the Assignee, 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 Existing Grantors, the Assignee, the Lenders party thereto, and Comerica Bank, as Co-Arranger, to which the New Grantor joined as a Borrower pursuant to that certain Joinder to Credit Agreement dated as of even date (the "Credit Agreement Joinder") by and among the Grantors and the Assignee.

B. Reference is further made to that certain Trademark Security Agreement (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Trademark Security Agreement") by and among the Existing Grantors and the Assignee. All capitalized terms used herein, and not otherwise defined herein, shall have the meanings assigned to such terms in the Credit Agreement, the Guarantee and Collateral Agreement, or the Trademark Security Agreement, as applicable.

C. The New Grantor desires to become a party to, and bound by the terms of, the Trademark Security Agreement in the same capacity and to the same extent as the Existing Grantors thereunder.

D. In connection with such joinder, the Grantors desire to amend certain provisions of the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Joinder and Assumption of Obligations. Effective as of the date of this Joinder, the New Grantor hereby acknowledges that the New Grantor has received and reviewed a copy of the Trademark Security Agreement, and hereby:
 - a. joins in the execution of, and becomes a party to, the Trademark Security Agreement as a Grantor, as indicated by its signature below;
 - b. covenants and agrees to be bound by all covenants, agreements, liabilities and acknowledgments (other than covenants, agreements, liabilities and acknowledgments which specifically relate solely to an earlier date) of a Grantor under the Trademark Security Agreement, with the same force and effect as if the New Grantor was a signatory to the Trademark Security Agreement and was expressly named as a Grantor therein;
 - c. assumes and agrees to perform all applicable duties and Obligations of a Grantor under the Trademark Security Agreement.
2. Grant of Security Interest.
 - a. Subject to the terms and conditions of the Guarantee and Collateral Agreement (as supplemented by the Assumption Agreement), to evidence further the security granted by the New Grantor to Assignee pursuant to the Guarantee and Collateral Agreement (as supplemented by the Assumption Agreement), the New Grantor hereby grants to Assignee a security interest in all of the New 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 the Grantor's Obligations. For the purposes of this Joinder, "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-1 hereto, and (ii) the right to obtain all renewals thereof.

- b. The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement (as supplemented by the Assumption Agreement). In the event that any of the provisions of this Joinder are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.
3. Amendment to Trademark Security Agreement. The Trademark Security Agreement is hereby amended by supplementing (but not restating) Schedule A thereof in the form of Schedule A-1 hereto. From and after the date hereof, Schedule A to the Trademark Security Agreement shall be deemed to include the New Grantor's United States registrations and applications for registration for the Trademarks identified on Schedule A-1 hereto.
4. Representations and Warranties. The New Grantor hereby makes all representations, warranties and other statements (other than representations, warranties and statements which specifically relate solely to an earlier date) of a Grantor under the Trademark Security Agreement, in each case, with the same force and effect as if such New Grantor was a signatory to the Trademark Security Agreement and was expressly named as a Grantor therein.
5. Ratification of Trademark Security Agreement. Except as specifically amended by this Joinder, all of the terms and conditions of the Trademark Security Agreement shall remain in full force and effect as in effect prior to the date hereof, without releasing any Grantor thereunder or Collateral therefor.
6. Conditions Precedent to Effectiveness. This Joinder shall not be effective until each of the following conditions precedent has been fulfilled to the satisfaction of the Assignee:
 - a. This Joinder shall have been duly executed and delivered by the respective parties hereto, and shall be in full force and effect and shall be in form and substance reasonably satisfactory to the Assignee.
 - b. All action on the part of the New Grantor and the other Grantors necessary for the valid execution, delivery and performance by the Grantors of this Joinder shall have been duly and effectively taken and evidence thereof reasonably satisfactory to the Assignee shall have been provided to the Assignee.
 - c. All expenses incurred by the Assignee in connection with the preparation and negotiation of this Joinder and related documents (including the fees and expenses of counsel to the Assignee) shall have been paid in full by the New Grantor.
 - d. The Grantors shall have executed and delivered to the Assignee such additional documents, instruments, and agreements as the Assignee may reasonably request.
7. Miscellaneous.

- a. This Joinder may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.
- b. The Trademark Security Agreement, as supplemented by this Joinder, expresses the entire understanding of the parties with respect to the transactions contemplated hereby and constitutes one entire agreement. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
- c. Any determination that any provision of this Joinder or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Joinder.
- d. THIS JOINDER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS JOINDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder to be duly executed and delivered by its proper and duly authorized officer as of the date set forth below.

NEW GRANTOR:

BANDWIDTH CONSULTING, INC.

By: 

Name: T. Steven Miller

Title: President

EXISTING 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

ASSIGNEE:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder to be duly executed and delivered by its proper and duly authorized officer as of the date set forth below.

NEW GRANTOR:

BANDWIDTH CONSULTING, INC.

By: _____
Name:
Title:

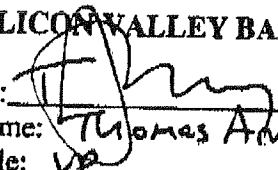
EXISTING GRANTORS:

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

By: _____
Name: T. Steven Miller
Title: President

ASSIGNEE:

SILICON VALLEY BANK

By: 
Name: Thomas Armstrong
Title: VP

Signature Page to Joinder and First Amendment to Trademark Security Agreement

Schedule A-1 to Joinder and First Amendment to Trademark Security Agreement

Registered Trademarks

<u>Registrant</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Bandwidth Consulting, Inc.	Word Mark BANDCON DIRECT CONNECT	3584099	March 3, 2009
Bandwidth Consulting, Inc.	Word Mark BANDCON CONTENT DELIVERY SYSTEM	3584100	March 3, 2009

1233560.1

Schedule A-1 to Joinder and First Amendment to Trademark Security Agreement