

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Highwinds Network Group, Inc.		02/03/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4340036		
Registration Number:	4363607	GDN GAME DELIVERY NETWORK	
Registration Number:	3734610	HIGHWINDS	
Registration Number:	3489658	ROLLINGTHUNDER	
Registration Number:	3547547	STRIKETRACKER	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0189		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	02/03/2017		
Total Attachments: 6			

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 3, 2017 (this “Security Agreement”), is made by each Grantor that is a signatory, hereto in favor of ANTARES CAPITAL LP, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, STACKPATH, LLC, a Delaware limited liability company and HIGHWINDS CAPITAL, INC., a Florida corporation (collectively, the “Borrowers”, and each, a “Borrower”), has entered into that certain Credit Agreement dated as of February 3, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, the lenders from time to time parties thereto and the Collateral Agent, providing for, among other things, revolving credit and term loan facilities subject to the terms set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of each Borrower’s Restricted Subsidiaries have entered into that certain Guaranty and Security Agreement dated as of February 3, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

Section 1 **Defined Term.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, grants and collaterally assigns to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of such Grantor in all of the following property: all trademarks, service marks, slogans, logos, certification marks, trade dress, corporate names, business names, fictitious business names, trade names and other source or business identifiers, whether registered or unregistered, owned by such Grantor and all registrations and applications for the foregoing owned by such Grantor, including, without limitation, the registrations and applications referred to in Schedule I hereto (whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof and, in each case, owned by such Grantor), and all goodwill associated therewith, now existing or hereafter acquired by such Grantor, together with any and all rights and privileges arising under applicable law with respect to such Grantor’s use of any trademarks, and renewals thereof, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; but excluding any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant or attachment of a security interest therein would impair the validity or enforceability or result in the cancellation or voiding of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law (the “Trademark Collateral”).

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Termination.** This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Security Agreement, the Collateral Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

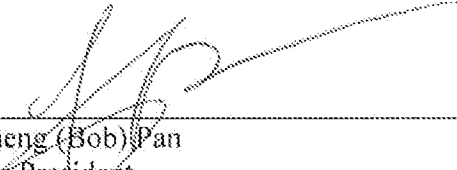
Section 5 **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 **Governing Law.** THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CLOAK HOLDINGS, LLC,
a Delaware limited liability company
HIGHWINDS NETWORK GROUP, INC.,
a Florida corporation
MUDHOOK MARKETING, INC.,
a Florida corporation
NETDNA, LLC,
a Delaware limited liability company
OVERPLAY, INC.,
a Florida limited liability company
SECURED CONNECTIVITY, LLC,
a Florida limited liability company
STAMINUS COMMUNICATIONS, INC.,
a California corporation
STRONG TECHNOLOGY, LLC,
a Florida limited liability company
STACKPATH, LLC,
a Delaware limited liability company

By: 
Name: Ziheng (Bob) Pan
Title: Vice President


{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 005977 FRAME: 0695

Acknowledged and Agreed to as of the date hereof:





COLLATERAL AGENT:

ANTARES CAPITAL LP


By: 
Name: Colin W. Tarrance
Title: His Duty Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I

App. No. / Filing Date	Registration No. / Registration Date	Jurisdiction	Mark	Listed Owner	Status
85/682,075 07/19/2012	4,340,036 05/21/2013	US		Highwinds Network Group, Inc.	Registered
85/682,086 07/19/12	4,363,607 07/09/2013	US		Highwinds Network Group, Inc.	Registered
77/127,950 03/12/2007	3,734,610 01/05/2010	US	HIGHWINDS	Highwinds Network Group, Inc.	Registered
77/169,578 05/01/2007	3,489,658 08/19/2008	US	ROLLINGTHUNDER	Highwinds Network Group, Inc.	Registered
77/169,579 05/01/2007	3,547,547 12/16/2008	US	STRIKETRACKER	Highwinds Network Group, Inc.	Registered
86/146,609 12/17/2013	4,769,614 07/07/2015	US		Mudhook Marketing, Inc.	Registered
86/146,599 12/17/2013	4,740,063 05/19/2015	US		Mudhook Marketing, Inc.	Registered
85/961,500 06/17/2013	4,470,572 01/21/2014	US	IPVANISH	Mudhook Marketing, Inc.	Registered
86/146,603 12/17/2013	4,769,613 07/07/2015	US	LAGASSASSIN	Mudhook Marketing, Inc.	Registered
86/408890 09/29/2014	4909630 03/01/2016	US	OVERPLAY	Overplay, Inc.	Registered
86/153475 12/27/2013	4724827 04/21/2015	US	STRONGVPN	Strong Technology, LLC	Registered

[Schedule I to Trademark Security Agreement]

77/759664 06/15/2009	3746347 02/09/2010	US	 STRONG VPN Strong Technology, LLC	Registered
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App. No.	Filing Date	Registration No.	Registration Date	Jurisdiction	Mark	Listed Owner	Status
STAMINUS COMMUNICATIONS, INC.							
85969 399	6/25/2 013	45587 62	7/1/201 4	US	STAMINUS	Staminus Communications, Inc.	Register ed
NETDNA, LLC							
86451 226	11/11/ 2014	47890 88	8/11/20 15	US	M (stylized)	NetDNA, LLC	Register ed
85940 795	5/23/2 013	44655 42	1/14/20 14	US	EDGE RULES	NetDNA, LLC	Register ed
85881 353	3/20/2 013	43923 70	8/27/20 13	US	MAXCDN	NetDNA, LLC	Register ed
85829 540	1/22/2 013	44281 09	11/5/20 13	US	EDGESSL	NetDNA, LLC	Register ed
STACKPATH, LLC							
86814 135	11/9/2 015	51208 32	1/10/20 17	US	STACKPA TH	StackPath, LLC	Register ed
CLOAK HOLDINGS, LLC							
86233 763	3/27/2 014	50980 95	12/13/2 016	US	CLOAK	Cloak Holdings, LLC	Register ed