

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of a Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
Highwinds Holdings, Inc.	07/29/2013
RECEIVING PARTY DATA	
Name:	Goldman Sachs BDC, Inc.
Street Address:	1 American Lane
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06831
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6507847
Patent Number:	6564233
Patent Number:	7962580
Patent Number:	8200810
Patent Number:	8484731
CORRESPONDENCE DATA	
Fax Number:	3125585700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312 558-6352
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ATTORNEY DOCKET NUMBER:	86111-3
NAME OF SUBMITTER:	Laura Konrath

PATENT

Signature:	/Laura Konrath/
Date:	07/31/2013
Total Attachments: 4 source=GoldmanHighwindsSecond_Lien_Patent_Security_Agreement#page1.tif source=GoldmanHighwindsSecond_Lien_Patent_Security_Agreement#page2.tif source=GoldmanHighwindsSecond_Lien_Patent_Security_Agreement#page3.tif source=GoldmanHighwindsSecond_Lien_Patent_Security_Agreement#page4.tif	

THIS NOTICE OF GRANT OF A SECURITY INTEREST IN PATENTS IS SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF THE DATE HEREOF, BETWEEN CERBERUS BUSINESS FINANCE, LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT UNDER AND PURSUANT TO THE FIRST LIEN CREDIT AGREEMENT (AS DEFINED THEREIN), AND GOLDMAN SACHS BDC, INC., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT UNDER AND PURSUANT TO THE SECOND LIEN CREDIT AGREEMENT (AS DEFINED THEREIN), AND IS ACKNOWLEDGED BY HIGHWINDS CAPITAL, INC. AND THE OTHER OBLIGORS (AS DEFINED THEREIN); AND EACH BENEFICIARY OF THIS NOTICE OF GRANT OF A SECURITY INTEREST IN PATENTS, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

NOTICE OF GRANT OF A SECURITY INTEREST IN PATENTS (this "Notice")

July 29, 2013

WHEREAS, Highwinds Holdings, Inc. (the "Grantor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated July 29, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Goldman Sachs BDC, Inc., as the collateral agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Agent");

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Assignee and granted to the Agent for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to the filing of this Notice with the United States Patent and Trademark Office to evidence the Agent's continuing security interest in the Collateral.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby authorizes the filing of this Notice with the United States Patent and Trademark Office to evidence the Agent's continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Collateral 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Notice to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

HIGHWINDS HOLDINGS, INC.

By: 
Name: Chance Brannen
Title: President

SCHEDULE A TO A GRANT OF A SECURITY INTEREST

PATENTS

	Country	Record Owner	Patent	Patent Number	Issue Date	Application Number	Filing Date
1.	U.S.	Highwinds Holdings, Inc.	History Database Structure for Usenet	6,507,847	01/14/2003	09/465,743	12/17/1999
2.	U.S.	Highwinds Holdings, Inc.	Server Chaining System for Usenet	6,564,233	05/13/2003	09/465,616	12/17/1999
3.	U.S.	Highwinds Holdings, Inc.	Content Delivery Network	7,962,580	06/14/2011	12/334,430	12/12/2008
4.	U.S.	Highwinds Holdings, Inc.	Content Delivery Network	8,200,810	06/12/2012	12/334,426	12/12/2008
5.	U.S.	Highwinds Holdings, Inc.	Content Delivery Network	8484731	07/16/2013	12/545,018	08/20/2009