

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4259460

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SECURED CONNECTIVITY, LLC	02/03/2017
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	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13869562
CORRESPONDENCE DATA		
Fax Number:	(213)891-8763	
<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: 5		
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Patent Security Agreement

THIS PATENT 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"), have 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 Patent 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: issued patents owned by, and all patent applications owned by, such Grantor, including, without limitation, the patents and patent applications referred to in Schedule I hereto (whether established or registered or recorded in the United States, any State thereof or any other country or any political subdivision thereof and, in each case, owned by such Grantor), now existing or hereafter acquired by such Grantor, together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any patents, and (ii) reissues, re-examinations, divisionals, continuations, extensions and continuations-in-part thereof, and rights to obtain any of the foregoing, and all rights to sue or otherwise recover for any past, present and future infringement, 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 (the "Patent 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 Patent 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 Patent 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 Patent 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.

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

HIGHWINDS HOLDINGS, INC., a Florida corporation

SECURED CONNECTIVITY, LLC, a Florida limited liability company

By: 

Name: Zibang (Bob) Pan

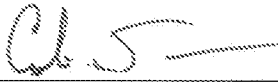
Title: Vice President

[Signature Page to Patent Security Agreement]

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

ANTARES CAPITAL LP

By: 
Name: Cassin W. DeCrescenzo
Title: Its duly Authorized Signatory

[Signature Page to Patent Security Agreement]

SCHEDULE I

Appli cation No.	Filing Date	Registr ation No.	Registrat ion Date	Jurisdict ion	Title	Listed Owner	Status
13/94 2,577	7/15/20 13	913082 8	9/8/2015	US	Content delivery network with customized tracking of delivery data	Highwinds Holdings, Inc.	Issued
12/54 5,018	8/20/20 09	848973 1	7/16/201 3	US	Content delivery network with customized tracking of delivery data	Highwinds Holdings, Inc.	Issued
12/33 4,426	12/12/2 008	820081 0	6/12/201 2	US	Content delivery network	Highwinds Holdings, Inc.	Issued
12/33 4,430	12/12/2 008	796258 0	6/14/201 1	US	Content delivery network	Highwinds Holdings, Inc.	Issued
13/49 3,859	6/11/20 12	886873 7	10/21/20 14	US	Content delivery network	Highwinds Holdings, Inc.	Issued
13/15 9,282	6/13/20 11	862110 6	12/31/20 13	US	Content delivery network	Highwinds Holdings, Inc.	Issued
15/38 5,643	12/20/2 016	n/a	n/a	US	Cryptographi c content delivery network	Highwinds Holdings, Inc.	Pending
13/86 9,562	4/24/20 13	n/a	n/a	US	Method, name server, and system for directing network traffic utilizing profile records	Secured Connectivity, LLC	Pending

Schedule I

US-DOCS\79895086.6

RECORDED: 02/03/2017

**PATENT
REEL: 041624 FRAME: 0906**