

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5905073

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WHITEHORSE CAPITAL MANAGEMENT, LLC (F/K/A WHITEHORSE LENDING, LLC)	01/10/2020
RECEIVING PARTY DATA	
Name:	ABRY PARTNERS VIII, LP
Street Address:	888 BOYLSTON STREET, SUITE 1600
Internal Address:	C/O ABRY VIII CAPITAL INVESTORS, LLC
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02199
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	9130828
Patent Number:	8489731
Patent Number:	8200810
Patent Number:	7962580
Patent Number:	8868737
Patent Number:	8621106
Application Number:	15385643
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	KIMBERLEY A. LATHROP

SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	01/10/2020
Total Attachments: 3 source=StackPath - 2L Assignment of Patent Security Interests (Executed)#page1.tif source=StackPath - 2L Assignment of Patent Security Interests (Executed)#page2.tif source=StackPath - 2L Assignment of Patent Security Interests (Executed)#page3.tif	

ASSIGNMENT OF SECURITY INTEREST IN PATENTS

ASSIGNMENT dated as of January 10, 2020, from WHITEHORSE CAPITAL MANAGEMENT, LLC (f/k/a WHITEHORSE LENDING, LLC), a Delaware limited liability company, as initial collateral agent (the “Initial Collateral Agent”), to ABRY PARTNERS VIII, LP, as successor collateral agent (together with its successors and assigns, the “Successor Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Patent Security Agreement, dated as of February 3, 2017 (the “Patent Security Agreement” as amended, supplemented, amended and restated or otherwise modified from time to time), by and among HIGHWINDS HOLDINGS, INC. and SECURED CONNECTIVITY, LLC (individually, as a “Grantor” and collectively, as the “Grantors”) and the Initial Collateral Agent, the Grantors granted a security interest to the Initial Collateral Agent in certain IP Collateral (as defined therein); and

WHEREAS, the Patent Security Agreement was recorded with the Patent Assignment Division of the United States Patent and Trademark Office on February 7, 2017, at Reel 041191 and Frame 0014; and

WHEREAS, the Initial Collateral Agent has assigned all of its rights, powers and privileges as Collateral Agent under the Credit Agreement (as such term is defined in the Patent Security Agreement) and the Patent Security Agreement to the Successor Collateral Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Initial Collateral Agent hereby acknowledges and agrees as follows:

1. Definitions. The term “Patent Collateral” shall have the meaning ascribed to it in the Patent Security Agreement, and includes, the Patents (including, without limitation, those items listed on Schedule A hereto). The terms “Patents” and “Collateral Agent” also shall have the meanings ascribed to them in the Patent Security Agreement.

2. Assignment of Security Interest. The Initial Collateral Agent hereby assigns all of its rights, powers and privileges under the Patent Security Agreement, including those respecting the Patent Collateral, to the Successor Collateral Agent.

3. Further Assurances. The Initial Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Intellectual Property by its duly authorized officer as of the date first written above.

**WHITEHORSE CAPITAL MANAGEMENT,
LLC (f/k/a WHITEHORSE LENDING, LLC),**
as Existing Second Lien Agent and as sub-agent for the
Successor Agent for the limited purposes set forth
herein

By: 

Name: Richard Siegel

Title: Authorized Signatory

[Assignment of Security Interest in Patents]

PATENT
REEL: 051478 FRAME: 0017

EXHIBIT A

List of Patents and Patent Licenses

Application No.	Filing Date	Registration No.	Registration Date	Jurisdiction	Title	Listed Owner	Status
13/942,577	7/15/2013	9130828	9/8/2015	US	Content delivery network with customized tracking of delivery data	Highwinds Holdings, Inc.	Issued
12/545,018	8/20/2009	8489731	7/16/2013	US	Content delivery network with customized tracking of delivery data	Highwinds Holdings, Inc.	Issued
12/334,426	12/12/2008	8200810	6/12/2012	US	Content delivery network	Highwinds Holdings, Inc.	Issued
12/334,430	12/12/2008	7962580	6/14/2011	US	Content delivery network	Highwinds Holdings, Inc.	Issued
13/493,859	6/11/2012	8868737	10/21/2014	US	Content delivery network	Highwinds Holdings, Inc.	Issued
13/159,282	6/13/2011	8621106	12/31/2013	US	Content delivery network	Highwinds Holdings, Inc.	Issued
15/385,643	12/20/2016	n/a	n/a	US	Cryptographic content delivery network	Highwinds Holdings, Inc.	Pending