

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
Highwinds Media Group, Inc.		12/21/2007	CORPORATION:
Highwinds Network Group, Inc.		12/21/2007	CORPORATION:
Puregig Holdings, Inc.		12/21/2007	CORPORATION:
Uns Holdings, Inc.		12/21/2007	CORPORATION:
Easynews Holdings, Inc.		12/21/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Cratos Capital Management, LLC
Street Address:	3440 Preston Ridge Road
Internal Address:	Suite 400
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2622573	EASYNEWS
Registration Number:	2706726	PUREGIG
Registration Number:	3027344	WIND TUNNEL
Registration Number:	3344219	UNS
Serial Number:	77169579	STRIKETRACKER
Serial Number:	77127950	HIGHWINDS
Serial Number:	77169578	ROLLINGTHUNDER

CORRESPONDENCE DATA

Fax Number: (312)706-9000

OP \$190.00 2622573

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-701-7608
Email: sjones2@mayerbrown.com
Correspondent Name: Sokya Jones
Address Line 1: 71 South Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	SECURITY INT. 06136910
NAME OF SUBMITTER:	William Karim
Signature:	/William Karim/
Date:	01/18/2008

Total Attachments: 6
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GRANT OF SECURITY INTEREST

(TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated as of December 21, 2007, is executed by each of HIGHWINDS CAPITAL, INC., a Florida corporation ("Parent"), Subsidiaries identified on the signature pages hereof (such Subsidiaries are referred to hereinafter each individually as a "Grantor," and individually and collectively, jointly and severally, as the "Grantors"), in favor of CRATOS CAPITAL MANAGEMENT, LLC as the Administrative Agent (in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Credit Agreement, dated as of May 15, 2007, among the Parent, certain subsidiaries of the Parent party thereto, the Lenders and Administrative Agent, as amended by that Second Amendment, Consent and Waiver to Credit Agreement, dated as of December 21, 2007 (as the same may be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend loans and other financial accommodations to the Parent and Grantors upon the terms and subject to the conditions set forth therein.

B. Each Grantor: (a) is the owner of the trademarks or service marks more particularly set forth opposite its name and described on Schedule 1A annexed hereto and made part hereof, which trademarks are registered with the United States Patent and Trademark Office; and (b) is using or has a bona fide intent to use the service marks or trademarks more particularly set opposite its name and described on Schedule 1B annexed hereto and made a part hereof, which service marks or trademarks are subject to an application for registration in the United States Patent and Trademark Office (the marks identified in (a) and (b) collectively, the "Trademarks").

C. The Grantors and other entities party thereto from time to time have entered into an Amended and Restated Intellectual Property Security Agreement dated as of May 15, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders).

D. Pursuant to the Security Agreement, each Grantor has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders) a security interest in all right, title and interest of such Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby further grant to the Administrative Agent a security

interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby 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.

The Administrative Agent's address is:

Cratos Capital Management, LLC
3440 Preston Ridge Road
Suite 400
Alpharetta, GA 30005
Attention: Portfolio Manger

IN WITNESS WHEREOF, the Grantors have caused this Grant of Security Interest to be executed as of the day and year first above written.

GRANTORS:

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

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

ALL-PURPOSE ACKNOWLEDGMENT

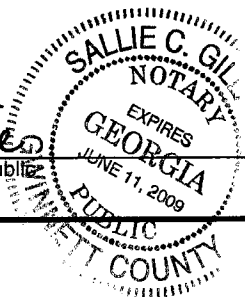
STATE OF Georgia)
) ss.
COUNTY OF Winnett)

On _____, before me, Sallie C. Aillaspie,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared T. Steven Miller,
Name of Signer(s)

personally known to me – **OR** – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sallie C. Aillaspie
Signature of Notary Public



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual		_____
<input type="checkbox"/> Corporate Officer		Title or Type of Document
_____	Title(s)	_____
<input type="checkbox"/> Partner(s)	<input type="checkbox"/> Limited	_____
	<input type="checkbox"/> General	Number of Pages
<input type="checkbox"/> Attorney-In-Fact		_____
<input type="checkbox"/> Trustee(s)		Date of Document
<input type="checkbox"/> Guardian/Conservator		_____
<input type="checkbox"/> Other: _____		_____
Signer is Representing: Name of Person(s) or Entity(ies)		_____
_____		Signer(s) Other Than Named Above
_____		_____

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Registration No.</u>
EASYNEWS	September 24, 2002	Easynews Holdings, Inc.	2,622,573
PUREGIG	April 15, 2003	Puregig Holdings, Inc.	2,706,726
WINDTUNNEL	December 13, 2005	Highwinds Media Group, Inc.	3,027,344
UNS	November 27, 2007	UNS Holdings, Inc.	3,344,219

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Date</u>	<u>Owner</u>	<u>Application No.</u>
STRIKETRACKER	May 1, 2007	Highwinds Network Group, Inc.	77-169,579
HIGHWINDS	March 12, 2007	Highwinds Network Group, Inc.	77-127,950
ROLLINGTHUNDER	May 1, 2007	Highwinds Network Group, Inc.	77-169,578