

7-24-98  
U.S. Patent & TMO/TM Mail Rcpt Dt. #54

RECORD

08-12-1998

Docket No.

117217-3000

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07-30-1998

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To the Honorable

and Trademarks. Please refer to the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Brent Spooner d/b/a Connection Technologies**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other **Sole Proprietorship**

Additional names(s) of conveying party(ies)       Yes  No

2. Name and address of receiving party(ies): **7-24-98**  
 Name: **ConnectNet, Inc.**  
 Internal Address:  
 Street Address: **14651 Dallas Parkway, Suite 424**  
 City: **Dallas**                                      State: **TX**      ZIP: **75240**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State **Texas**  
 Other

If assignee is not domiciled in the United States, a domestic designation is                                       Yes       N  
 (Designations must be a separate document from  
 Additional name(s) & address(es)                                       Yes       N

3. Nature of conveyance:  
 Assignment                                       Merger  
 Security Agreement                       Change of Name  
 Other

Execution Date: **July 17, 1998**

4. Application number(s) or registration numbers(s):  
 A. Trademark Application No.(s)  
**75/168,244**

Additional numbers                                       Yes  No

B. Trademark Registration No.(s)  
**2,092,491**

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: **John W. Montgomery (Reg. No. 31,124)**  
 Internal Address: **Gardere & Wynne, L.L.P.**  
 Street Address: **1601 Elm Street, Suite 3000**  
 City: **Dallas**                                      State: **TX**      ZIP: **75201**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41): .....\$ **\$40.00** **E**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

**John W. Montgomery** **PAT. REG. NO. 31124**  
 Name of Person Signing

*John W. Montgomery*  
 Signature

24 July 1998

Total number of pages including cover sheet, attachments, and TRADEMARK

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## ASSIGNMENT OF TRADEMARKS/SERVICE MARKS

**WHEREAS**, Brent Spooner d/b/a Connection Technologies, an individual and a sole proprietorship, having a place of business at 14651 Dallas Parkway, Suite 424, Dallas, Texas 75240 (hereinafter referred to as "Assignor"), has acquired and used in his business the following trademarks/service marks, the following United States trademark/service mark Registration, the following United States trademark/service mark applications therefor, the following trade name and the following domain name registered with InterNic:

CONNECTNET® - U.S. Reg. No. 2,092,491(U.S. Appl. SN 74/700,943 - Int'l Cl. 038 & 042)  
CONNECTNET - U.S. Application Serial No. 75/168,244 (Int'l Cl. 009)  
ConnectNet - Tradename  
CONNECT.NET - Registered with InterNic

**WHEREAS**, ConnectNet, Inc., a corporation organized under the laws of the State of Texas, having a place of business at 14651 Dallas Parkway, Suite 424, Dallas, Texas 75240 (hereinafter referred to as "Assignee"), desires to confirm acquisition by asset transfer effective January 8, 1997, and to hereby acquire all of said trademarks/service marks, said United States trademark/service mark Registration, said United States trademark/service mark applications therefor, and any and all Registrations issued thereon and said domain name; and all of the business and good will in connection with which said trademarks/services marks, trade name, domain name and each of them are used,

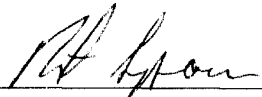
**NOW THEREFORE**, for good and valuable consideration, the receipt whereof is hereby acknowledged, Assignor has SOLD, ASSIGNED and TRANSFERRED effective January 8, 1997, and by these presents does confirm such SALE, ASSIGNMENT and TRANSFER and does hereby, SELL, ASSIGN and TRANSFER to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the said trademarks/service marks and each of them and the United States trademark/service mark Registration, the United States trademark/service mark applications therefor and each of them, and Registrations issued thereon, said trade name and said domain name; together with the good will of the business in connection with which the said trademarks/service marks, trade name, domain name and each of them are used, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made, hereby granting unto Assignee, full permission, power and authority at its own proper cost and expense, to renew said registrations and to prosecute said trademark/service mark Applications and each of them in its own name or that of its successors, assigns or legal representatives for the full term or terms allowed by law, and

Assignor for the consideration above referred to has SOLD, ASSIGNED and TRANSFERRED and confirms such SALE, ASSIGNMENT and TRANSFER effective January

8, 1997, and by these presents does SELL, ASSIGN, and TRANSFER to Assignee, its successors, assigns and legal representatives, all claims and demands for damages and profits by it recoverable for any and every infringement of said trademarks/service marks, trade name, domain name or any of them, the same to be collected, received, held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

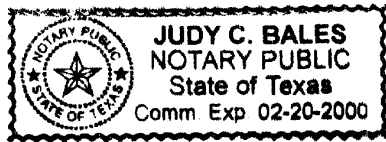
IN WITNESS WHEREOF, the said Assignor has executed this document and affixed its corporate seal this 17 day of July, 1998.

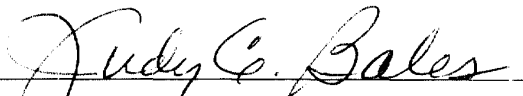
**BRENT SPOONER (d/b/a  
CONNECTION TECHNOLOGIES)**

  
By: Brent Spooner  
Its: Owner

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

On this 17<sup>th</sup> day of July, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Brent Spooner known to me to be the persons of the above name who signed the foregoing instrument, and acknowledged the same to be his own free act and deed.



  
Notary Public, State of Texas

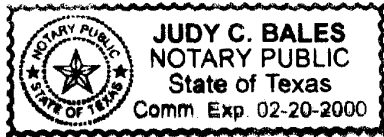
IN WITNESS WHEREOF, the said Assignee has executed this document and affixed its corporate seal this 17 day of July, 1998.

**ConnectNet, Inc.**

*Brent Spooner*  
By: Brent Spooner  
Its: President

STATE OF TEXAS           §  
                                          §  
COUNTY OF               §

On this 17<sup>th</sup> day of July, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared **Brent Spooner**, known by me to be the person of the above name who signed the foregoing instrument, and acknowledged the same to be his own free act and deed.



*Judy C. Bales*  
Notary Public, State of Texas