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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TRADEMARK
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OPR/FINANCE

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name METALITHIC SYSTEMS, INC.

Execution Date
Month Day Year
12071998

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization NEVADA

Receiving Party

Mark if additional names of receiving parties attached

Name WAGNER & BROWN, LTD.

DBA/AKATA

Composed of

Address (line 1) 300 N. MARIENFELD

Address (line 2) SUITE 1100

Address (line 3) MIDLAND

TEXAS

79701

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization TEXAS

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

01/07/1999 TTON11 00000139 2078096

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1837 FRAME: 0029

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75414430"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2078096"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75414429"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75262824"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Robin Lightner Maisashvili

Name of Person Signing

Robin Lightner Maisashvili 1/5/99

Signature

Date Signed

BILL OF SALE AND ASSIGNMENT

Metalithic Systems, Inc., a Nevada corporation, having offices at Three Harbor Drive, Suite 206, Sausalito, California 94965 ("Assignor"), for and in consideration of the cancellation of the indebtedness secured by security interests created under the General Security Agreement (as amended, the "General Security Agreement") dated as of December 24, 1997 between the Assignor and Wagner & Brown, Ltd., a Texas limited partnership having offices at 300 N. Marienfeld, Suite 1100, Midland, TX 79701 ("Assignee"), hereby sells, conveys, transfers and assigns to Assignee, the property set forth on Exhibit A attached hereto (the "Specified Assets"). This Bill of Sale and Assignment is executed by the undersigned pursuant to a power of attorney granted to the Assignor pursuant to Section 11 of the General Security Agreement.

Assignor hereby constitutes and appoints Assignee, its successors and assigns, its true and lawful attorneys, with full power of substitution to demand and receive from time to time any and all of Assignor's rights with respect to the Specified Assets hereby conveyed, transferred, assigned and delivered or intended so to be; from time to time to institute and prosecute, for the benefit of Assignee, any and all proceedings at law, in equity or otherwise, which Assignee, its successors and assigns, may deem proper to collect, assert or enforce any claim, title, right, debt, or account hereby transferred and assigned or mutually intended by Assignor and Assignee so to be; and to defend and compromise, any and all actions, suits or proceedings in respect of any of the Specified Assets hereby assigned and transferred or mutually intended by Assignor and Assignee so to be, that Assignee, its successors and assigns, shall deem desirable.

Assignor covenants and agrees with Assignee that Assignor will, whenever and as often as reasonably required so to do by Assignee, its successors and assigns, execute, acknowledge and deliver any and all such other and further acts, deeds, assignments, transfers, confirmations, powers of attorney and any instrument of further assurance as Assignee may hereafter deem reasonably necessary or proper in order to complete, insure and perfect the conveyance and transfer to Assignee, its successors and assigns, of all the right, title and interest of Assignor in and to any and all of the Specified Assets hereby conveyed, transferred, assigned and delivered or mutually intended by Assignor and Assignee so to be.

No provision of this Bill of Sale and Assignment shall be construed as an attempt to assign, and the Specified Assets shall not include, any instrument or right which is nonassignable without the consent of another party or parties until such time as such consent is obtained. However, until such consent is obtained, Assignor shall hold any such instrument or right in trust for the Assignee and shall otherwise take such actions as are required to give to the Assignee the economic benefits of the ownership of such instrument or right. Assignor agrees that it will use reasonable efforts to obtain the consent of third parties to all such claims, contracts, franchises, licenses, leases, commitments, sales orders or purchase orders of Assignor to the assignment thereof to Assignee, and will cooperate with Assignee in implementing any arrangement which Assignee shall consider

reasonably designed to provide for Assignee the benefits under such claims, contracts, franchises, licenses, leases, commitments, sales orders or purchase orders, which are not assigned pursuant to this paragraph, including collection for the account of Assignee of any amounts payable or becoming payable to Assignor thereunder and the enforcement for the benefit of Assignee of any and all rights of Assignor against the other party or otherwise thereto arising out of the breach or cancellation by such other party or otherwise.

Nothing in this Bill of Sale and Assignment express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Bill of Sale and Assignment or any terms, covenant or condition hereof, and all the terms, covenants and conditions, promises and agreements in this Bill of Sale and Assignment contained shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

In conjunction with the execution and delivery of this Bill of Sale and Assignment, Assignor may from time to time execute and deliver additional instruments of conveyance, transfer and assignment relating to certain of the Specified Assets. No such additional instrument of conveyance, transfer or assignment shall limit the scope and effect of this Bill of Sale and Assignment.

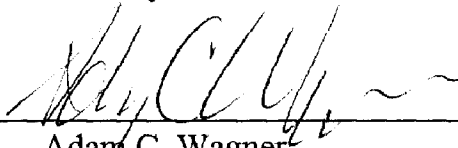
Assignee does not assume or agree to pay, perform, discharge and satisfy any liabilities of Assignor under or arising out of, related to or in connection with the Specified Assets, whether now existing or hereafter arising unless Assignee shall otherwise assume such obligations by executing and delivering a written instrument expressly assuming such obligations.

This Bill of Sale and Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

This Bill of Sale and Assignment shall be binding upon, and inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns and is effective as of 9:00 a.m. (Sausalito time) on December 7, 1998.

METALITHIC SYSTEMS, INC.

By: WAGNER & BROWN, LTD., its
Attorney-in-Fact

By: 

Adam C. Wagner
Vice President

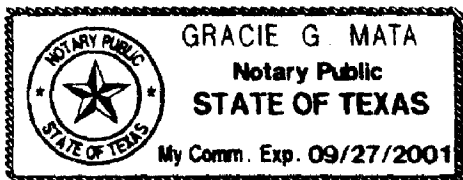
STATE OF TEXAS

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COUNTY OF MIDLAND

Before me, the undersigned, a Notary Public, on this day personally appeared Adam C. Wagner, Vice-President of Wagner & Brown, Ltd. executing the foregoing instrument as Attorney-in-Fact of Metalithic Systems, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7th day of December, 1998.



Gracie G. Mata

Notary Public, State of Texas

Gracie G. Mata

Printed Signature

December 7, 1998

Date

EXHIBIT A

all of the Assignor's right, title and interest in and to its property described below, whether now owned or hereafter arising or acquired (the "Collateral").

(a) All equipment, motor vehicles, plants, machinery, chattels, tools, machine tools, computers and other data processing testing, and office equipment, furnishings, fixtures and supplies of every nature or wherever located, all accessions, additions and improvements thereto and substitutions therefor and all parts and equipment which may be attached to or which are necessary for the operation and use of such property, whether or not deemed to be affixed to real property, and all rights under or arising out of present or future contracts relating to the foregoing and in any event, all equipment within the meaning of the Uniform Commercial Code in effect in any applicable jurisdiction (any and all of the foregoing being the "Equipment");

(b) All accounts, accounts receivable, contract rights, notes, drafts, acceptances, chattel paper, leases and writings evidencing a monetary obligation or a security interest in or a lease of goods, all rights to receive the payment of money or other considerations under present or future contracts or by virtue of merchandise sold or leased, services rendered, loans and advances made or other considerations given, whether or not earned by performance and whether or not evidenced by or set forth in or arising out of any present or future chattel paper, note, draft, lease, acceptance, writing, bond, insurance policy, instrument, document or general intangible, and all extensions and renewals of any thereof, all rights under or arising out of present or future contracts, agreements or general intangibles, including all payments under licensing agreements or arrangements, all right, title and interest in merchandise which gave rise to any or all of the foregoing, including all goods, all claims or causes of action now existing or hereafter arising in connection with or under any agreement or document or by operation of law or otherwise, all collateral security of any kind (including real property mortgages) given by any person with respect to any of the foregoing, including in any event, all accounts, instruments and chattel paper within the meaning of the Uniform Commercial Code in effect in any applicable jurisdiction (any and all of the foregoing being the "Accounts, Instruments and Chattel Paper");

(c) All inventory in all of its forms, wherever located, however acquired, all finished goods thereof and all materials used or consumed in the development, testing, manufacture, packing, shipping, advertising, selling, leasing or production thereof, including in any event all inventory within the meaning of the Uniform Commercial Code in effect in any applicable jurisdiction and all accessions thereto and products thereof (any and all of the foregoing being the "Inventory");

(d) All patents issued by the United States or any other country, all registrations and recordings thereof, and all applications for patents of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, including,

without limitation, those described on Schedule 1 attached hereto, all reissues, continuations, continuations-in-part or extensions thereof, and any license or other agreement now or hereafter in existence granting to Assignor any right to use or practice any invention on which a patent is in existence, including, without limitation, those described on Schedule 1 hereto and any other proprietary and confidential information, inventions (whether patented or patentable or not), technical information, procedures, designs, drawings, know-how, software, databases, data, expertise, processes, models, materials and royalty payments (any of the foregoing being the "Patents");

(e) All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, including, without limitation, those described on Schedule 2 hereto, all reissues, extensions or renewals thereof, and any license or other agreement now or hereafter in existence granting to the Assignor any right to use any of the foregoing, including, without limitation, the agreements described on Schedule 2 hereto, all rights in intellectual property, logos, trade names, service marks, trade secrets, permits and licenses and the goodwill of the Assignor's business associated therewith (any of the foregoing being the "Trademarks").

(f) All general intangibles of every nature, including without limitation, all trade secrets, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of any intellectual property or other right, books, correspondence, customer listings, licenses, permits, records, and other papers and documents in the possession or control of the Assignor, claims (including, without limitation all claims for income tax and other refunds), choses in action, judgments, all rights under all contracts and agreements, all amounts received as an award in or settlement of a suit in damages, cash, deposit accounts, interests in joint ventures or general or limited partnerships and in any event, all general intangibles within the meaning of the Uniform Commercial Code in effect in any applicable jurisdiction (any and all of the foregoing being the "General Intangibles");

(g) All copyrights (including, without limitation, copyrights for computer programs and data bases) and all tangible property embodying any copyright and all applications, permits, licenses and sublicenses and other rights in connection therewith and all registrations and recordings thereof, and all reissues, extensions, and renewals thereof (any of the foregoing being the "Copyrights");

(h) All rights to payment under a contract not yet earned by performance and not yet evidenced by an Account, Instrument or Chattel Paper ("Contract Rights" and together

with Accounts, Instruments, Chattel Paper and General Intangibles herein collectively called "Receivables");

(i) All documents and instruments of every nature, whether now existing or hereafter acquired or created, and in any event all documents within the meaning of the Uniform Commercial Code in effect in any applicable jurisdiction ("Documents"); and

(j) The proceeds, in cash or otherwise, of the Collateral described in the foregoing clauses (a) through (i) (including, without limitation, the proceeds of any sale or other disposition of such Collateral and all insurance proceeds of any kind, whether or not Assignee is the loss payee under the applicable insurance policy, paid at any time in connection with such Collateral), all liens (whether possessory, contractual, statutory or otherwise) with respect to such Collateral, and all rights, remedies and claims (whether in the nature of indemnities, warranties, guaranties or otherwise) of the Debtor with respect to such Collateral.

SCHEDULE 1

Metalithic Systems, Inc.
Patent List

Patent No.	Inventor	Assignee	Issued	Filed	Serial No.
5430734	Gilson, Kent L.	Metalithic Systems, Inc.	July 4, 1995	February 12, 1993	017519
5600845	Gilson, Kent L.	Metalithic Systems, Inc.	February 4, 1997	July 27, 1994	281357

SCHEDULE 2

**METALITHIC SYSTEMS, INC.
TRADEMARK STATUS REPORT**

Country Name	Trademark	Classes	Filing Date	Application #	Registration Date	Registration #	Status	Case Number
United States	NSTREAM	9	January 6, 1998	75-414430			Pending	
United States	NANO STREAM	9	January 6, 1998	75-414429			Pending	
United States	METALITHIC SYSTEMS	9	March 24, 1997	75-262824			Pending	
European Community	DIGITAL WINGS	9,16,42	July 29, 1996	314625			Filed	16366-TM2001
European Community	WINGWARE	9,16,42	July 29, 1996	314658			Filed	16366-TM2002
United States	DIGITAL WINGS	9	January 11, 1996	75/041,451	July 8, 1997	2,078,096	Registered	16366-TM1001
United States	WEBWINGS	9	January 11, 1996	75/041,452			Allowed	16366-TM1003
United States	WINGWARE	9	January 11, 1996	75/044,557			Allowed	16366-TM1002

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00A158.0248

SCHEDULE 3

**Metalithic Systems, Inc.
Copyright List**

Type	Status	Registration Number	Date Registered	Date of Publication	Author/ Owner
ACE-12 user's manual. Monographic works of a non-dramatic literary nature	Registered	TXu4033774	March 6, 1994	November 14, 1994	Metalithic Systems, Inc.
SonicACE user interface. Machine-readable works	Registered	TXu679305	March 3, 1995		Metalithic Systems, Inc.
SonicACE user's manual and another manual. Owner's manual and user's manual	Registered	TXu678464	February 27, 1995		Metalithic Systems, Inc.