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RECORDATION FORM COVER SHEET
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101030318

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

MD 4.15.99

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
 - Merger Change of Name
 - Other Bill of Sale and Assignment
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name _____

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Name _____

DBA/AKATA _____

Composed of _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____ _____ _____

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 1892 FRAME: 0990

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)

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.

Woodson L. Herring

Name of Person Signing



Signature

4/14/99

Date Signed

AGREEMENT FOR PURCHASE AND SALE OF ASSETS

This Agreement for Purchase and Sale of Assets (this "Agreement") is entered into this 23rd day of February 1993, to be effective as of February 1, 1993 ("Effective Date"), by and between Telecrafter Services Corporation, a Delaware corporation ("Seller") and Nassau Communications, Inc., a Colorado corporation ("Buyer").

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer, on the terms and subject to the conditions of this Agreement, certain of the assets related to the operation of Seller's business, as hereinafter more particularly described.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the parties agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS AND ASSUMPTION OF LIABILITIES

1.1 Assets to be Conveyed. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to purchase and accept from Seller, all of Seller's right, title and interest in and to certain of the assets and properties of Seller (the "Assets"), employed by Seller in the conduct of Seller's business (the "Business") consisting of the following:

1.1.1 Machinery and Equipment. All of the machinery, equipment, furniture, fixtures, vehicles, spare parts and tools of Seller related to the operation of the Business and owned by the Seller as of the Effective Date, including without limitation all of the assets included in the Fixed Assets Register, attached hereto as Schedule A with such changes thereto as shall have occurred in the ordinary course of the Business.

1.1.2 Miscellaneous Supplies. All inventories of supplies related to the operation of the Business as the same may exist as of the Effective Date.

1.1.3 Contracts. The rights of the Seller under any executory contract to which it is a party and which is a license or maintenance agreement, conditional sale of title retention agreement, any purchase order from, or contract with, any customer or supplier of the Seller, in each case to the extent that Seller's rights under such contracts relate to periods commencing on or after the Effective Date (all such contracts or agreements are hereinafter referred to as the "Contracts"), including but not limited to, the Contracts set forth on Schedule B attached hereto.

1.1.4 Corporate Name, Trademarks, Trade Names and Other Intangible Assets.

The trademarks (and any associated logos or designs), trade names and the corporate name of the Seller, including all variations of the foregoing, i.e. customer lists and files, as well as similar intangible assets, in each case, as employed by Seller in the conduct of Seller's Business as of the Effective Date.

To the extent that Seller is required to release the right to said trademarks, corporate and trade names, before Buyer may apply for said trademarks, corporate and trade names, Seller agrees to facilitate such application by Buyer as soon as practical following the Closing Date. Any costs associated with releasing said trademarks, corporate and assumed trade names, shall be the responsibility of Seller. Any costs associated with applying for said marks or names shall be the responsibility of Buyer.

1.1.5 Proceeds from the Sale of Assets Prior to Closing. Seller has recently sold to third parties certain office equipment and/or furniture . Total proceeds from the sale of these assets are \$ 11,647.00 and shall be considered part of the Assets to be conveyed pursuant to this Section 1.1 . The allocation of the Purchase Price as provided by Section 2.3, shall identify the applicable portion of the Purchase Price associated with these proceeds.

1.1.6 Prepaid Assets. Assets to be conveyed shall include selected prepaid assets of Seller, to be more specifically identified at Closing.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, Seller shall not sell to Buyer, and Buyer shall not purchase from Seller, any assets other than those specifically described in Section 1.1 of this Agreement. All other assets of the Seller shall be Excluded Assets, and shall not be transferred to Buyer hereunder. The Excluded Assets shall include, without limitation, all accounts receivable and other debt obligations in favor of the Seller which have accrued with respect to goods sold or services rendered on or prior to January 31, 1993 (whether or not the goods have been delivered or invoices with respect to such goods or services have been sent or are then due and payable), including such obligations owed by Tele/Communications Inc. as well as certain receivables and debts owed to Seller by Seller's employees (collectively the "Seller's Receivables").

1.3 Assumption of Liabilities. Buyer agrees to assume Seller's obligations and liabilities as set forth on Schedule C attached hereto.

obtaining the consent of the other party.

12.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

12.9 Governing Law. This Agreement will be construed in accordance with, and governed by, the laws of the State of Colorado.

12.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal on their respective behalf on and as of the day and year first above written.

TELECRAFTER SERVICES CORPORATION

NASSAU COMMUNICATIONS, INC.

By: Robert C. Plaud

By: Bruce A. Nassau
Bruce A. Nassau

Title: President

Its: President

Attest: C. Tony Woodbury, Jr.

Attest: David Hamilton
David Hamilton

Its: Treasurer/Secretary

Its: Secretary

(Corporate Seal)

(Corporate Seal)

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment (this "Assignment") is executed this 8th day of February, 1993, to be effective as of February 1, 1993, by and between Telecrafter Services Corporation, a Delaware corporation (the "Seller"), and Nassau Communications, Inc., a Colorado corporation (the "Buyer").

WHEREAS, by the Agreement for Purchase and Sale of Assets (the "Purchase Agreement"), dated as of February 23, 1993, between Seller and Buyer, the Seller has agreed to sell the Assets (defined in the Purchase Agreement) to the Buyer for the consideration stated in the Purchase Agreement, including the assumption by the Buyer of certain liabilities, obligations and duties of the Seller; and

WHEREAS, for the purpose of consummating the transactions provided for in the Purchase Agreement, the Buyer shall execute an Assumption Agreement for Seller's obligations and liabilities, contingent upon the concurrent execution of this Bill of Sale and Assignment;

NOW, THEREFORE in consideration of the foregoing, the parties hereto agree as follows:

1. Pursuant to Section 1.1 of the Purchase Agreement, Seller does hereby grant, bargain, sell, deliver, carry, transfer, set over and assign (or cause to be granted, bargained, sold, delivered, carried, transferred, set over, and assigned) to Buyer: a) all assets identified in Paragraph 1.1.1 of the Purchase Agreement and further described by Schedule A of the Purchase Agreement, b) miscellaneous supplies described by Paragraph 1.1.2. of the Purchase Agreement, c) certain Contracts identified in Paragraph 1.1.3 of the Purchase Agreement and further described by Schedule B of the Purchase Agreement, d) intangible assets identified in Paragraph 1.1.4 of the Purchase Agreement, e) proceeds from the sale of certain office equipment and furniture described in Paragraph 1.1.5 of the Purchase Agreement and, f) pre-paid assets pursuant to Paragraph 1.1.6 of the Purchase Agreement and set forth on the Schedule A attached hereto.

2. Seller warrants to Buyer that it has good title to the Assets, and further warrants that it has full right and authority to sell, transfer, assign, and deliver such Assets as specified in this Agreement, subject to the consent of third parties as may be required by the Contracts referenced in Paragraph 1.1.3 of the Purchase Agreement.

3. Should the assignment of any of the Assets require consent and such consent has not

been obtained as of the date hereof (any such Asset is hereinafter referred to as a "Contingent Asset", the Assets assigned hereunder shall not include the Contingent Assets. However, immediately upon obtaining such consent, the Contingent Asset shall be deemed, without further action of any kind, to be an Asset assigned hereunder.

4. The Seller shall execute and deliver to the Buyer such other instruments as may be reasonably required in connection with the performance of this Assignment and shall take such further actions as may be reasonably required to carry out the transactions contemplated by this Assignment.

IN WITNESS WHEREOF, Seller has caused this Agreement to be executed under seal on its behalf on and as of the day and year first above written.

TELECRAFTER SERVICES CORPORATION

By: Robert A. Plaut

Title: President

Attest: C. Tony Williams, Jr.

Its: Treasurer/Secretary
(Corporate Seal)