



CASE NO

101336563

TRADEMARKS

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS

Please record the attached original documents or copies thereof.

MM
2.16

RECEIVED
200 FEB 16 AM 9:24
OPR/FINANCE

1. Name of conveying party(ies):	:	2. Name of receiving party(ies):
Ed-son Group, Inc.	:	Avervakh Development Group, P.C.
	:	10440 N. Central Expressway
	:	Suite 1000
	:	Dallas, Texas 75231
Entity: Corporation	:	Entity: Limited Partnership

3. Nature of conveyance: Assignment of Registered Marks and Mark Application

4. Application number(s) or registration number(s).
Additional sheet attached? [X] Yes [] No

A. Trademark Application No(s).	:	B. Registration No(s).
Attached	:	Attached

5. Name and address of party to whom correspondence concerning documents should be mailed:	:	6. Total number of applications and registrations involved: <u>8</u>
William E. Hartsfield	:	
Hamilton & Hartsfield, P.C.	:	7. Total fee (37 C.F.R. 3.41) \$ <u>320.00</u>
14651 Dallas Parkway, Suite 102	:	[X] Enclosed
Dallas, Texas 75240-7477	:	[] Authorized to be charged to Deposit Account
Telephone: 972/991-7211	:	8. Deposit Account No. _____
Facsimile: 972/991-7744	:	

9. Date of execution of document: January 4, 2000

10. 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.

William E. Hartsfield
Name of Person Signing

Signature

Date: 2-7-00

Total number of pages including cover sheet, attachments and documents: _____

04/25/2000 JSHABRZZ 00000235 2057087

01 FC:481
02 FC:482

40.00 DP
175.00 DP

Ref: 00000000
04/25/2000 JSHABRZZ

Name of Mark	Patent Office Registration/Serial No.	Registration/Filed Date
MAKING TECHNOLOGY WORK FOR BUSINESS	Registration No. 2,057,087	Registered April 29, 1997
Making Technology Work For Business...is what we do	Registration No. 2,059,036	Registered May 6, 1997
EDISON GROUP	Registration No. 2,100,674	Registered September 30, 1997
WE TOUCH ALL THE BASES	Registration No. 2,132,869	Registered January 27, 1998
DOING THE RIGHT THINGS RIGHT	Registration No. 2,134,637	Registered February 3, 1998
AN UNBIASED PRACTICAL LINK BETWEEN WHAT MANAGEMENT NEEDS AND WHAT TECHNOLOGY CAN DELIVER	Registration No. 2,134,636	Registered February 3, 1998
Your Solution Center	Serial No. 75/514696	Filed July 2, 1998
WE TOUCH EVERY BASE	Registration No. 2,249,510	Registered June 1, 1999

ASSIGNMENT

Effective January 4, 2000, **Edison Group, Inc.** ("Assignor") and **Avervakh Development Group, L.P.** ("Assignee") with an address of 10440 North Central Expwy, Ste 1000 Dallas, Texas 75231 enter into this Assignment agreement ("Agreement") and agree as follows.

DEFINITIONS

1. As used in this Agreement, the term "Marks" shall mean MAKING TECHNOLOGY WORK FOR BUSINESS, any confusingly similar mark and any logo associated with any of the marks.
2. As used in this Agreement, the term "Registrations" shall mean any registrations, licenses, and any applications therefor in any jurisdiction covering the Marks and the Associated Rights which registrations are owned by Assignor, including but not limited to United States Patent Office Registration No. 2,057,087 registered April 29, 1997.
3. As used in this Agreement, the term "Associated Rights" shall mean all the rights of Assignor in the trade dress, licenses, assumed names, copyrights, trade secrets, marks and names heretofore used in and all good will acquired with respect to the business symbolized by the marks.

NOW THEREFORE

1. For Seven Hundred Fifty Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor does hereby release and assign unto Assignee, all rights, title and interest in and to the Marks, Registrations and the Associated Rights.
2. Assignor reserves no rights to use the Marks, the Registrations or the Associated Rights. Assignor shall maintain in confidence all trade secrets and other confidential information transferred by this Agreement.
3. Should any additional instruments need to be executed, certified, or delivered to any third party and/or filed with or delivered to any public officer, in order to carry out the purpose and intent of this Assignment, Assignor agrees to promptly execute and deliver any and all such instruments and if Assignor should fail to do so within thirty (30) days of such a request, it hereby irrevocably authorizes Assignee to appoint an individual of Assignee's choice as an attorney in fact to execute such instruments on behalf of Assignor.
4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and each of which alone, and all of which together, shall constitute one and the same instrument.

ASSIGNOR:

ASSIGNEE:

EDISON GROUP, INC.

AVERVAKH DEVELOPMENT GROUP, L.P.

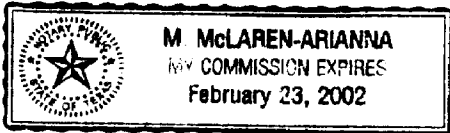
By: [Signature]
Its: EVP

By: [Signature]
Its: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Jahn DeLuca, 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 26th day of January, 2000.



M. McLaren-Arianna
Notary Public in and for the State of Texas

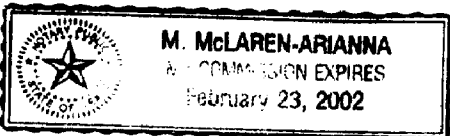
M. McLAREN-ARIANNA
Notary's Printed Name

My Commission Expires: February 23rd 2002

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Spiro Karigan, 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 26th day of January, 2000.



M. McLaren-Arianna
Notary Public in and for the State of Texas

M. McLAREN-ARIANNA
Notary's Printed Name

My Commission Expires: February 23rd 2002

ASSIGNMENT

Effective January 4, 2000, **Edison Group, Inc.** ("Assignor") and **Avervakh Development Group, L.P.** ("Assignee") with an address of 10440 North Central Expwy, Ste 1000 Dallas, Texas 75231 enter into this Assignment agreement ("Agreement") and agree as follows.

DEFINITIONS

1. As used in this Agreement, the term "Marks" shall mean Making Technology Work For Business...is what we do, any confusingly similar mark and any logo associated with any of the marks.
2. As used in this Agreement, the term "Registrations" shall mean any registrations, licenses, and any applications therefor in any jurisdiction covering the Marks and the Associated Rights which registrations are owned by Assignor, including but not limited to United States Patent Office Registration No. 2,059,036 registered May 6, 1997.
3. As used in this Agreement, the term "Associated Rights" shall mean all the rights of Assignor in the trade dress, licenses, assumed names, copyrights, trade secrets, marks and names heretofore used in and all good will acquired with respect to the business symbolized by the marks.

NOW THEREFORE

1. For Seven Hundred Fifty Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor does hereby release and assign unto Assignee, all rights, title and interest in and to the Marks, Registrations and the Associated Rights.
2. Assignor reserves no rights to use the Marks, the Registrations or the Associated Rights. Assignor shall maintain in confidence all trade secrets and other confidential information transferred by this Agreement.
3. Should any additional instruments need to be executed, certified, or delivered to any third party and/or filed with or delivered to any public officer, in order to carry out the purpose and intent of this Assignment, Assignor agrees to promptly execute and deliver any and all such instruments and if Assignor should fail to do so within thirty (30) days of such a request, it hereby irrevocably authorizes Assignee to appoint an individual of Assignee's choice as an attorney in fact to execute such instruments on behalf of Assignor.
4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and each of which alone, and all of which together, shall constitute one and the same instrument.

ASSIGNOR:

ASSIGNEE:

EDISON GROUP, INC.

AVERVAKH DEVELOPMENT GROUP, L.P.

By: John DiLucci
Its: EvP

By: [Signature]
Its: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

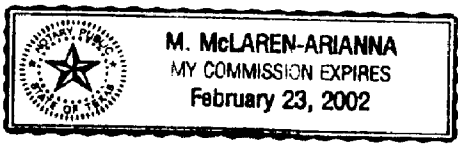
BEFORE ME, the undersigned authority, on this day personally appeared John DiLucci, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 26th day of January, 2000.

M. McLAREN - ARIANNA
Notary Public in and for the State of Texas

M. McLAREN - ARIANNA
Notary's Printed Name

My Commission Expires: February 23rd 2002



STATE OF TEXAS §
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COUNTY OF DALLAS §

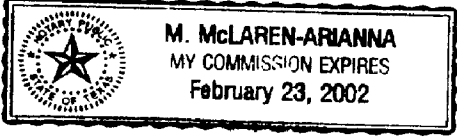
BEFORE ME, the undersigned authority, on this day personally appeared Spiro Karigan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 26th day of January, 2000.

M. McLAREN - ARIANNA
Notary Public in and for the State of Texas

M. McLAREN - ARIANNA
Notary's Printed Name

My Commission Expires: February 23rd 2002



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2. As used in this Agreement, the term "Registrations" shall mean any registrations, licenses, and any applications therefor in any jurisdiction covering the Marks and the Associated Rights which registrations are owned by Assignor, including but not limited to United States Patent Office Registration No. 2,100,674, registered September 30, 1997.
3. As used in this Agreement, the term "Associated Rights" shall mean all the rights of Assignor in the trade dress, licenses, assumed names, copyrights, trade secrets, marks and names heretofore used in and all good will acquired with respect to the business symbolized by the marks.

NOW THEREFORE

1. For Seven Hundred Fifty Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor does hereby release and assign unto Assignee, all rights, title and interest in and to the Marks, Registrations and the Associated Rights.
2. Assignor reserves no rights to use the Marks, the Registrations or the Associated Rights. Assignor shall maintain in confidence all trade secrets and other confidential information transferred by this Agreement.
3. Should any additional instruments need to be executed, certified, or delivered to any third party and/or filed with or delivered to any public officer, in order to carry out the purpose and intent of this Assignment, Assignor agrees to promptly execute and deliver any and all such instruments and if Assignor should fail to do so within thirty (30) days of such a request, it hereby irrevocably authorizes Assignee to appoint an individual of Assignee's choice as an attorney in fact to execute such instruments on behalf of Assignor.
4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and each of which alone, and all of which together, shall constitute one and the same instrument.

ASSIGNOR

ASSIGNEE:

EDISON GROUP, INC.

AVERVAKH DEVELOPMENT GROUP, L.P.

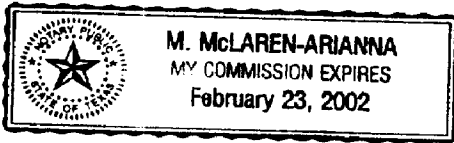
By: John DiLuca
Its: EVF

By: [Signature]
Its: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared John DiLuca, 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 26th day of January, 2000.



M. McLaren-Arianna
Notary Public in and for the State of Texas

M. McLaren-Arianna
Notary's Printed Name

My Commission Expires: February 23rd 2002

STATE OF TEXAS §
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COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Spiro Karigan, 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 26th day of January, 2000.



M. McLaren-Arianna
Notary Public in and for the State of Texas

M. McLaren-Arianna
Notary's Printed Name

My Commission Expires: February 23rd 2002

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DEFINITIONS

1. As used in this Agreement, the term "Marks" shall mean WE TOUCH ALL THE BASES, any confusingly similar mark and any logo associated with any of the marks.
2. As used in this Agreement, the term "Registrations" shall mean any registrations, licenses, and any applications therefor in any jurisdiction covering the Marks and the Associated Rights which registrations are owned by Assignor, including but not limited to United States Patent Office Registration No. 2,132,869 registered January 27, 1998.
3. As used in this Agreement, the term "Associated Rights" shall mean all the rights of Assignor in the trade dress, licenses, assumed names, copyrights, trade secrets, marks and names heretofore used in and all good will acquired with respect to the business symbolized by the marks.

NOW THEREFORE

1. For Seven Hundred Fifty Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor does hereby release and assign unto Assignee, all rights, title and interest in and to the Marks, Registrations and the Associated Rights.
2. Assignor reserves no rights to use the Marks, the Registrations or the Associated Rights. Assignor shall maintain in confidence all trade secrets and other confidential information transferred by this Agreement.
3. Should any additional instruments need to be executed, certified, or delivered to any third party and/or filed with or delivered to any public officer, in order to carry out the purpose and intent of this Assignment, Assignor agrees to promptly execute and deliver any and all such instruments and if Assignor should fail to do so within thirty (30) days of such a request, it hereby irrevocably authorizes Assignee to appoint an individual of Assignee's choice as an attorney in fact to execute such instruments on behalf of Assignor.
4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and each of which alone, and all of which together, shall constitute one and the same instrument.

ASSIGNOR:

ASSIGNEE:

EDISON GROUP, INC.

AVERVAKH DEVELOPMENT GROUP, L.P.

By: [Signature]
Its: EVF

By: [Signature]
Its: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

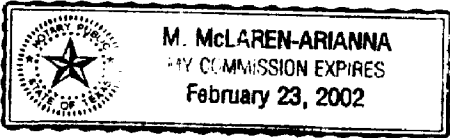
BEFORE ME, the undersigned authority, on this day personally appeared John Dilucci, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 26th day of January, 2000.

M. McLaren-Arianna
Notary Public in and for the State of Texas

M. McLaren-Arianna
Notary's Printed Name

My Commission Expires: February 23rd 2002



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

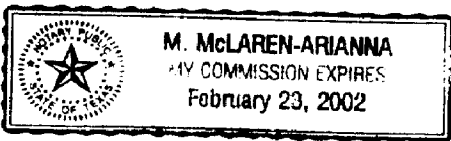
BEFORE ME, the undersigned authority, on this day personally appeared Spiro Karigan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 26th day of January, 2000.

M. McLaren-Arianna
Notary Public in and for the State of Texas

M. McLaren-Arianna
Notary's Printed Name

My Commission Expires: February 23rd 2002



ASSIGNMENT

kay:g:WEHTM\EDISON\Avervakh-We Touch All the Bases Assignment

ASSIGNMENT

Effective January 4, 2000, **Edison Group, Inc.** ("Assignor") and **Avervakh Development Group, L.P.** ("Assignee") with an address of 10440 North Central Expwy, Ste 1000 Dallas, Texas 75231 enter into this Assignment agreement ("Agreement") and agree as follows.

DEFINITIONS

1. As used in this Agreement, the term "Marks" shall mean DOING THE RIGHT THINGS RIGHT, any confusingly similar mark and any logo associated with any of the marks.
2. As used in this Agreement, the term "Registrations" shall mean any registrations, licenses, and any applications therefor in any jurisdiction covering the Marks and the Associated Rights which registrations are owned by Assignor, including but not limited to United States Patent Office Registration No. 2,134,637 registered February 3, 1998.
3. As used in this Agreement, the term "Associated Rights" shall mean all the rights of Assignor in the trade dress, licenses, assumed names, copyrights, trade secrets, marks and names heretofore used in and all good will acquired with respect to the business symbolized by the marks.

NOW THEREFORE

1. For Seven Hundred Fifty Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor does hereby release and assign unto Assignee, all rights, title and interest in and to the Marks, Registrations and the Associated Rights.
2. Assignor reserves no rights to use the Marks, the Registrations or the Associated Rights. Assignor shall maintain in confidence all trade secrets and other confidential information transferred by this Agreement.
3. Should any additional instruments need to be executed, certified, or delivered to any third party and/or filed with or delivered to any public officer, in order to carry out the purpose and intent of this Assignment, Assignor agrees to promptly execute and deliver any and all such instruments and if Assignor should fail to do so within thirty (30) days of such a request, it hereby irrevocably authorizes Assignee to appoint an individual of Assignee's choice as an attorney in fact to execute such instruments on behalf of Assignor.
4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and each of which alone, and all of which together, shall constitute one and the same instrument.

ASSIGNOR:

ASSIGNEE:

EDISON GROUP, INC.

AVERVAKH DEVELOPMENT GROUP, L.P.

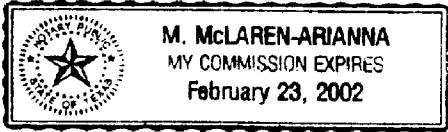
By: [Signature]
Its: EVP

By: [Signature]
Its: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared John DiLucci, 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 26th day of January, 2000.



M. McLaren-Arianna
Notary Public in and for the State of Texas

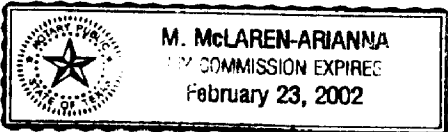
M. McLaren-Arianna
Notary's Printed Name

My Commission Expires: February 23rd 2002

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Spiro Karigan, 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 26th day of January, 2000.



M. McLaren-Arianna
Notary Public in and for the State of Texas

M. McLaren-Arianna
Notary's Printed Name

My Commission Expires: February 23rd 2002

ASSIGNMENT

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DEFINITIONS

1. As used in this Agreement, the term "Marks" shall mean AN UNBIASED PRACTICAL LINK BETWEEN WHAT MANAGEMENT NEEDS AND WHAT TECHNOLOGY CAN DELIVER, any confusingly similar mark and any logo associated with any of the marks.
2. As used in this Agreement, the term "Registrations" shall mean any registrations, licenses, and any applications therefor in any jurisdiction covering the Marks and the Associated Rights which registrations are owned by Assignor, including but not limited to United States Patent Office Registration No. 2,134,636 registered February 3, 1998.
3. As used in this Agreement, the term "Associated Rights" shall mean all the rights of Assignor in the trade dress, licenses, assumed names, copyrights, trade secrets, marks and names heretofore used in and all good will acquired with respect to the business symbolized by the marks.

NOW THEREFORE

1. For Seven Hundred Fifty Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor does hereby release and assign unto Assignee, all rights, title and interest in and to the Marks, Registrations and the Associated Rights.
2. Assignor reserves no rights to use the Marks, the Registrations or the Associated Rights. Assignor shall maintain in confidence all trade secrets and other confidential information transferred by this Agreement.
3. Should any additional instruments need to be executed, certified, or delivered to any third party and/or filed with or delivered to any public officer, in order to carry out the purpose and intent of this Assignment, Assignor agrees to promptly execute and deliver any and all such instruments and if Assignor should fail to do so within thirty (30) days of such a request, it hereby irrevocably authorizes Assignee to appoint an individual of Assignee's choice as an attorney in fact to execute such instruments on behalf of Assignor.
4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and each of which alone, and all of which together, shall constitute one and the same instrument.

ASSIGNOR

ASSIGNEE:

EDISON GROUP, INC.

AVERVAKH DEVELOPMENT GROUP, L.P.

By: John Dilucci
Its: EVP

By: [Signature]
Its: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

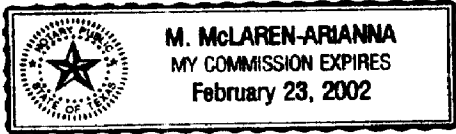
BEFORE ME, the undersigned authority, on this day personally appeared John Dilucci, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 26th day of January, 2000.

M. McLaren-Arianna
Notary Public in and for the State of Texas

M. McLAREN-ARIANNA
Notary's Printed Name

My Commission Expires: February 23^d 2002



§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared Spino Karigan, 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 26th day of January, 2000.

M. McLaren-Arianna

Notary Public in and for the State of Texas

M. McLAREN - ARIANNA

Notary's Printed Name

My Commission Expires: February 23rd 2002



ASSIGNMENT

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DEFINITIONS

1. As used in this Agreement, the term "Marks" shall mean Your Solution Center, any confusingly similar mark and any logo associated with any of the marks.
2. As used in this Agreement, the term "Registrations" shall mean any registrations, licenses, and any applications therefor in any jurisdiction covering the Marks and the Associated Rights which registrations are owned by Assignor, including but not limited to the pending application represented by United States Patent Office Serial No. 75/514696 filed July 2, 1998.
3. As used in this Agreement, the term "Associated Rights" shall mean all the rights of Assignor in the trade dress, licenses, assumed names, copyrights, trade secrets, marks and names heretofore used in and all good will acquired with respect to the business symbolized by the marks.

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ASSIGNOR:

ASSIGNEE:

EDISON GROUP, INC.

AVERVAKH DEVELOPMENT GROUP, L.P.

By: [Signature]
Its: EVP

By: [Signature]
Its: PRESIDENT

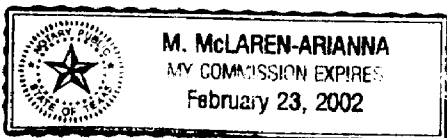
STATE OF TEXAS

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§
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared John Dilucci, 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.

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M. McLaren-Arianna
Notary Public in and for the State of Texas

M. McLAREN-ARIANNA
Notary's Printed Name

My Commission Expires: February 23rd 2002

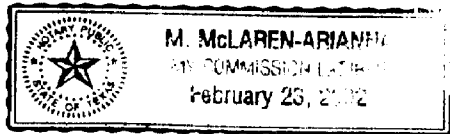
STATE OF TEXAS

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COUNTY OF DALLAS

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M. McLaren-Arianna
Notary Public in and for the State of Texas

M. McLAREN-ARIANNA
Notary's Printed Name

My Commission Expires: February 23rd 2002

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DEFINITIONS

1. As used in this Agreement, the term "Marks" shall mean WE TOUCH EVERY BASE, any confusingly similar mark and any logo associated with any of the marks.
2. As used in this Agreement, the term "Registrations" shall mean any registrations, licenses, and any applications therefor in any jurisdiction covering the Marks and the Associated Rights which registrations are owned by Assignor, including but not limited to United States Patent Office Registration No. 2,249,510 registered June 1, 1999.
3. As used in this Agreement, the term "Associated Rights" shall mean all the rights of Assignor in the trade dress, licenses, assumed names, copyrights, trade secrets, marks and names heretofore used in and all good will acquired with respect to the business symbolized by the marks.

NOW THEREFORE

1. For Seven Hundred Fifty Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor does hereby release and assign unto Assignee, all rights, title and interest in and to the Marks, Registrations and the Associated Rights.
2. Assignor reserves no rights to use the Marks, the Registrations or the Associated Rights. Assignor shall maintain in confidence all trade secrets and other confidential information transferred by this Agreement.
3. Should any additional instruments need to be executed, certified, or delivered to any third party and/or filed with or delivered to any public officer, in order to carry out the purpose and intent of this Assignment, Assignor agrees to promptly execute and deliver any and all such instruments and if Assignor should fail to do so within thirty (30) days of such a request, it hereby irrevocably authorizes Assignee to appoint an individual of Assignee's choice as an attorney in fact to execute such instruments on behalf of Assignor.
4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and each of which alone, and all of which together, shall constitute one and the same instrument.

ASSIGNOR:

EDISON GROUP, INC.

By: [Signature]
Its: EVF

ASSIGNEE:

~~AVERVAKH DEVELOPMENT GROUP, L.P.~~

By: [Signature]
Its: PRESIDENT

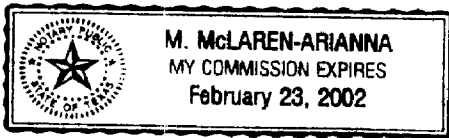
STATE OF TEXAS

COUNTY OF DALLAS

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BEFORE ME, the undersigned authority, on this day personally appeared John Deluca, 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 26th day of January, 2000.



M. McLaren-Arianna
Notary Public in and for the State of Texas

M. McLAREN-ARIANNA
Notary's Printed Name

My Commission Expires: February 23rd 2002

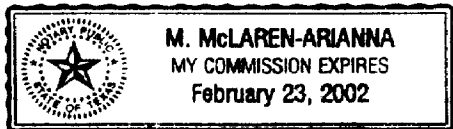
STATE OF TEXAS

COUNTY OF DALLAS

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BEFORE ME, the undersigned authority, on this day personally appeared Spiro Karigan, 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 26th day of January, 2000.



M. McLaren-Arianna
Notary Public in and for the State of Texas

M. McLAREN, ARIANNA
Notary's Printed Name

My Commission Expires: February 23rd 2002

ASSIGNMENT

kay:g:WEH\TM\EDISON\Avervakh-We Touch Every Base Assignment