FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RE 05-17-2002 HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

APR 15

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102093669

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gnubi Communications, Inc.
4.15.02

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: The Frost National Bank

Internal Address: 100 West Houston Street

Street Address:

City: San Antonio State: TX ZIP: 78205

- ☐ Individual(s) citizenship
- ☒ Association national banking association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
- ☒ Security Agreement
- ☐ Other
- ☐ Merger
- ☐ Change of Name

Execution Date: 03/29/02

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

see attached list

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Chris Nixon

Internal Address:

Carrington, Coleman, Sloman & Blumenthal, LLP

Street Address: 200 Crescent Court, Suite 1500

City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41)..... $ 265.00

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

03-840

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

05/17/2002 JJKLINE 00000008 030840 76230230
01 FC:481 40.00 CH
02 FC:482 225.00 CH

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.

James R. Stevens
Name of Person Signing

Signature

3/29/02
Date

Total number of pages including cover sheet, attachments, and document:

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

TRADEMARK OR SERVICE MARK	DATE FILED	SERIAL NO.
EPX	08/10/01	76298230
EPX8	05/04/01	76252424
EPX16	03/01/01	76218024
EPXAM	09/12/01	76312978
Miscellaneous design (Gnubi Head)	03/01/01	76218534
Miscellaneous design (Gnubi Hair)	08/10/01	76299751
GNUBI	10/02/01	76218390
MEASUREMENT IS AN ART FORM	03/01/01	76218391
TRANSPORT	01/11/02	78102294
TELECOM TESTING REDEFINED	03/01/01	76218023

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Agreement**") is dated as of March 29, 2002, and is by and between **gnubi communications, Inc.**, a Texas corporation (the "**Borrower**"), and **The Frost National Bank** ("**Lender**").

WITNESSETH:

WHEREAS, Borrower and Lender entered into that certain Amended and Restated Loan Agreement dated as of September 6, 2001, and in connection therewith, Borrower and Lender entered into an Amended and Restated Security Agreement dated as of September 6, 2001.

WHEREAS, the Amended and Restated Loan Agreement and the Amended and Restated Security Agreement were amended and modified by that certain Amendment and Modification of Loan Agreement and Related Documents dated as of even dated herewith (the "**Amendment**") (the Amended and Restated Loan Agreement, as amended by the Amendment, is hereinafter referred to as the "**Loan Agreement**" and the Amended and Restated Security Agreement, as amended by the Amendment, is hereby referred to as the "**Security Agreement**").

NOW, THEREFORE, in consideration of any loan or other financial arrangement heretofore or hereafter made to Borrower by Lender pursuant to the Loan Agreement or otherwise, and for other good and valuable consideration, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement shall have the meaning provided in the Security Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Indebtedness (as defined in the Security Agreement), Borrower does hereby mortgage, pledge, and hypothecate to Lender, and grant to Lender a security interest in, for its benefit, all of the following property (the "**Trademark Collateral**"), whether now under and or hereafter acquired or existing:

   a. All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, print and labels on which any of the foregoing have appeared or appear, designs, and general intangibles of a like nature (all of the foregoing in this clause (a) being collectively called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith whether pending or in preparation for filing,

TRADEMARK
REEL: 002507 FRAME: 0235

including registrations, recordings, any applications in the United States Patent and Trademark Office including those listed on Exhibit "A" attached hereto and incorporated herein by reference, or in any office or agency of the United States of America or any state thereof or any foreign country; and

b. All of the goodwill of business connected with the use of, and symbolized by the items described in clause (a); and

c. All proceeds of, the rights associated with the foregoing, including any claim by Borrower against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license listed on Exhibit "A" hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. Security Agreement. This Security Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of Lender) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, this Agreement has been fully executed as of the date and year first above written.

BORROWER:

gnubi communications, Inc.
a Texas corporation

By: _____
Name: _____
Its: _____

LENDER:

The Frost National Bank,
a national banking association

By: _____
Name: Stephen S. Martin
Its: Asst. Vice President

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REEL: 002507 FRAME: 0237

EXHIBIT "A"

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