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To the Honorable Commissioner of F

102122311

Attached original documents or copy thereof.

1. Name of conveying party(ies): 5-31-02
Gnubi Communications, Inc.

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

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

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

Execution Date: 4/12/02

2. Name and address of receiving party(ies)
Name: gnubi communications, L.P.
Internal Address: _____
Street Address: 17919 Waterview Parkway
City: Dallas State: TX ZIP: 75252

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Delaware
- 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

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
see attached list

B. Trademark Registration No.(s)
may 31 2002

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
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: 030840
MAY 31 2002
(Attach duplicate copy of this page if paying by deposit account)

06 04/2002 DRYRNE 00000001 030840 76298230

DO NOT USE THIS SPACE

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]
Signature

4/12/02
Date

Total number of pages including cover sheet, attachments, and document: 8

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

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, that Gnubi Communications, a Texas corporation ("**Assignor**"), as owner of a 99% limited partner interest in gnubi communications, L.P., a Delaware limited partnership ("**Assignee**"), issued to Assignor by Assignee, the receipt and sufficiency whereof are hereby acknowledged, does hereby transfer, convey, assign and deliver to Assignee and its successors and assigns, all of Assignor's right, title and interest in and to all of Assignor's assets (the "**Acquired Assets**"), having an approximate fair market value of \$ _____ as an additional capital contribution to Assignee. The Acquired Assets include (i) all of Assignor's leasehold interests set out on the Assignment and Assumption of Leases attached hereto as Exhibit "A" and made a part hereof, and (ii) all of Assignor's trademarks and service marks (collectively, the "**Marks**"), together with all of Assignor's business, including the goodwill, connected with the use of and symbolized by the Marks, and any and all registrations thereof and applications for registration and all renewals thereof, and all common law rights in and associated with the Marks in the United States and throughout the world, and the entire right, title, and interest in and to any and all claims and demands Assignor may have either at law or in equity arising out of past, present, or future infringement of the Marks.

Notwithstanding the foregoing, the Acquired Assets exclude only—and Assignor retains—all of Assignor's right, title and interest in and to gnubi communications limited partner, LLC, gnubi communications general partner, LLC, gnubi communications, L.P. and gnubi communications, Inc., a Delaware corporation.

TO HAVE AND TO HOLD, all and singular, the aforesaid Acquired Assets and all appurtenances thereto unto Assignee and its successors and assigns forever for it and their own use forever.

Effective Date: 11:59 p.m., December 31, 2001

GNUBI COMMUNICATIONS, INC.,
a Texas corporation

By: _____


James R. Stevens,
President

Exhibit "A"

Assignment and Assumption of Leases

(see attached)

Assignment and Assumption of Leases

The parties to this Assignment and Assumption of Leases ("Assignment") are gnubi communications, Inc., a Texas corporation ("Assignor") and gnubi communications, L.P., a Delaware limited partnership ("Assignee") whose mailing address is 17919 Waterview Parkway, Dallas, Texas, 75252. The following provisions form a part of this Assignment:

A. Assignor heretofore entered into the following leases or subleases (collectively, the "Leases") covering below-described premises located in Dallas County, Texas ("Property"):

Sublease Agreement entered into as of October 26, 2000, for approximately 4,600 net rentable square feet known as Suite 218, 4285 Kellway Circle, City of Addison, Dallas County, Texas, 75001, between Assignor as sublessee and Dynamex, Inc. as sublessor thereunder;

Industrial Real Estate Lease dated January 8, 1997, for approximately 18,524 square feet known as Suites 112, 118, 120, 121, 122 and 128, at 4275 Kellway Circle, City of Addison, Dallas County, Texas, 75001, between Assignor as tenant and Eagle-Midway Place, L.P. as landlord thereunder, as amended by (i) letter dated January 10, 1997, (ii) First Amendment to Industrial Real Estate Lease dated effective as of June 22, 1998, (iii) Second Amendment to Industrial Real Estate Lease dated effective as of August 20, 1998, (iv) Third Amendment to Industrial Real Estate Lease dated effective as of October 16, 1998, and (v) Fourth Amendment to Industrial Real Estate Lease dated effective as of July 23, 1999; and

Sublease Agreement with effective date of July 27, 2001, for approximately 70,936 rentable square feet known and designated at 17919 Waterview Parkway, City of Dallas, Dallas County, Texas, 75252, between Assignor as sublessee and Cisco Systems, Inc. as sublessor thereunder.

B. The Leases are currently in full force and effect.

C. Assignee desires to assume from Assignor, and Assignor desires to assign, transfer and deliver to Assignee, all of Assignor's right, title and interest in and to the Leases and all rights, duties, obligations, liabilities, benefits and privileges of Assignor under the Leases.

NOW THEREFORE, in consideration of the foregoing and the agreements and covenants herein set forth, together with the sum of Ten Dollars (\$10.00) and other good and valuable consideration delivered by Assignee to Assignor, the receipt and sufficiency of all of which are hereby acknowledged by Assignor and Assignee, Assignor does hereby ASSIGN, TRANSFER and DELIVER unto Assignee, and Assignee hereby assumes from Assignor, all of Assignor's right, title and interest in and to the Leases, and all of the rights, duties, obligations,

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Assignment and Assumption of Leases

liabilities, benefits and privileges of Assignor thereunder, but subject to all terms, conditions, reservations and limitations set forth in the Leases.

TO HAVE AND TO HOLD all and singular the Leases unto Assignee, and Assignee's successors and assigns forever.

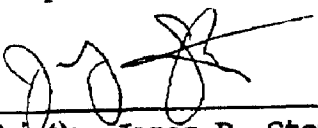
1. By accepting this Assignment of Leases and by its execution hereof, Assignee, for itself and its successors and assigns, hereby assumes and agrees to perform all of the terms, covenants and conditions of the Leases on the part of the sublessee or tenant (as the case may be) therein required to be performed, from and after the date hereof.

2. Assignee hereby agrees to indemnify and hold harmless Assignor from and against any and all liabilities, losses, costs or expenses (including, without limitation, reasonable attorneys' fees) resulting by reason of Assignee's failure to perform any of the duties, obligations and liabilities assumed by Assignee hereunder.

Effective Date: 11:59 p.m., December 31, 2001.

ASSIGNOR:

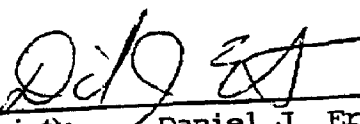
gnubi communications, Inc.,
a Texas corporation

By: 
Name (Print): James R. Stevens
Title: President

ASSIGNEE:

gnubi communications, L.P.,
a Delaware limited partnership

By: gnubi communications general partner, LLC,
a Delaware limited liability company

By: 
Name (Print): Daniel J. Ernst
Title: Manager

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Assignment and Assumption of Leases

Consent of Landlord

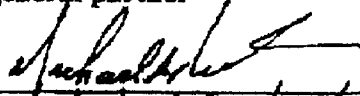
Suite 218, 4285 Kellway Circle, City of Addison, Dallas County, Texas, 75001

Landlord hereby consents to the assignment and assumption of the above-described sublease as hereabove set out.

Landlord:

Eagle-Midway Place, L.P.

By: Eagle Equity, Inc.,
its general partner

By: 
Name: Michael A. Harshman
Title: President

Assignment and Assumption of Leases

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