

06-28-2002

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



102138695

COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 6-4-02
Grubi Communications, L.P.

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

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

3. Nature of conveyance:

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

Execution Date: 04/12/02

2. Name and address of receiving party(ies)

Name: The Frost National Bank

Internal Address: _____

Street Address: 100 West Houston Street

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

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

A. Trademark Application No.(s)

see attached list

B. Trademark Registration No.(s)

76798230

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:

03-0840

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

06/28/2002 T51A21 00000002 030040 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

4/12/02

Date

6

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

Mail documents to be recorded with required cover sheet information to: TRADEMARK

REEL: 002533 FRAME: 0177

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

**ASSUMPTION OF AND AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

This Assumption of and Amendment to Trademark Security Agreement (this "Amendment") is dated as of April 12 2002, and is by and among **gnubi communications, Inc.**, a Texas corporation ("Original Borrower"), **The Frost National Bank ("Lender")**, and **gnubi communications, L.P.**, a Delaware limited partnership ("Assuming Party").

WITNESSETH:

WHEREAS, Original Borrower and Lender entered into that certain Trademark Security Agreement dated as of March 29, 2002 (the "Agreement");

WHEREAS, Assuming Party, by its acceptance of the Bill of Sale from Original Borrower, received a conveyance of the Trademark Collateral, as described in the Agreement (the "Conveyance");

WHEREAS, Original Borrower, Lender and Assuming Party entered into that certain Assumption and Amendment Agreement dated of even date herewith whereby Assuming Party agreed, among other things, to assume all of the obligations of Original Borrower under the terms of the Loan Agreement, as defined in the Agreement, and the Security Agreement, as defined in the Agreement, and whereby Lender consented to the Conveyance and to Assuming Party's assumption of Original Borrower's obligations thereunder pursuant to the terms set forth therein (the "Assumption Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to reflect the Conveyance, Assuming Party's assumption of the obligations of Original Borrower under the Agreement, and Lender's continuing security interest in the Trademark Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto, the parties hereto agree as follows:

1. All references in the Agreement to the term "Borrower" shall be deemed to refer to and mean Assuming Party.
2. All references in the Agreement to the term "Security Agreement" shall be deemed to refer to and mean the Security Agreement as assumed by Assuming Party and amended by the Assumption Agreement.
3. All references in the Agreement to the term "Loan Agreement" shall be deemed to refer to and mean the Loan Agreement as assumed by Assuming Party and amended by the Assumption Agreement.
4. Original Borrower and Assuming Party acknowledge and agree that (i) the security interest granted to Lender in the Agreement and in the Security Agreement, as assumed by Assuming Party and amended hereby and by the

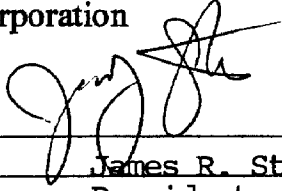
Assumption Agreement, constitutes a valid first priority security interest upon the Trademark Collateral in favor of Lender, and (ii) the Trademark Collateral is and shall remain subject to and encumbered by the lien, charge, and encumbrance of the Agreement and of the Security Agreement, as assumed by Assuming Party and amended hereby and by the Assumption Agreement.

5. The parties hereto hereby ratify, adopt, and confirm all of the terms and conditions of the Agreement, as amended hereby and assumed by Assuming Party.
6. The parties hereto agree to execute any and all other documents or agreements necessary or desirable to effect the amendments to the Agreement as set forth herein and to continue the perfection of the security interests set forth in the Agreement.

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


BORROWER:

gnubi communications, Inc.,
a Texas corporation

By: 
Name: James R. Stevens
Its: President

LENDER:

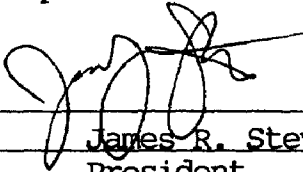
The Frost National Bank,
a national banking association

By: 
Name: Stephen S. Mathew
Its: Assistant Vice President

ASSUMING PARTY:

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

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

By: 
Name: James R. Stevens
Its: President