



05-21-2002

U.S. Patent & TMO/c/TM Mail Rcpt. Dt. #40

08-02-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

**RECORD TRA**

DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies): CapRock Telecommunications Corp. **15-21-02**

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

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

2. Name and address of receiving party(ies)

Name: IWL Communications Incorporated  
 Internal Address:  
 Street Address: 12000 Aerospace Ave. Ste. 200  
 City: Houston State: TX Zip: 77034

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Texas  
 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  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: 04/03/2002

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

A. Trademark Application No.(s)  
 B. Trademark Registration No.(s) 2032135 2278201  
 2284964 2316043 2276194 2278202

Additional number(s) attached  Yes  No

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

Name: D. Brit Nelson  
 Internal Address: ATTN: IP DOCKET CLERK  
 Locke Liddell & Sapp LLP  
 Street Address: 3400 JPMorganChase Tower  
 600 Travis  
 City: Houston State: TX Zip: 77002-3095

6. Total number of applications and registrations involved: 6

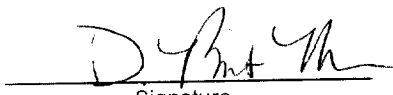
7. Total fee (37 CFR 3.41) \$ 240.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 12-1322 / 019831-00002

DO NOT USE THIS SPACE

9. Signature.

D. Brit Nelson  May 7, 2002  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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

08/01/2002 TDIAZI 00000180 121322 2032135  
01 FC:581 40.00 CH  
02 FC:482 125.00 CH

TRADEMARK REEL: 002554 FRAME: 0274

## ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

THIS ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES ("Assignment") is made and entered into as of this 3<sup>rd</sup> day of April, 2002 (the "Effective Date"), by and among CapRock Communications Corp., a Texas corporation, CapRock Telecommunications Corporation, a Texas corporation and wholly-owned subsidiary of CapRock Communications Corp. (each, an "Assignor", and collectively, "Assignors"), and IWL Communications Incorporated, a Texas corporation and wholly-owned subsidiary of CapRock Communications Corp. ("Assignee").

WHEREAS, Assignors own, may own or have the right to use some or all of (i) the United States trademarks and service marks, including the goodwill associated therewith and applications and registrations therefor, as set forth on Exhibit A hereto (the "Trademarks") and (ii) the Internet domain names set forth on Exhibit B hereto (the "Domain Names");

WHEREAS, each Assignor desires to assign its respective entire right, title, and interest, if any, in and to the Trademarks and Domain Names to Assignee; and

WHEREAS, Assignee desires to acquire all of the Assignors' rights, title, and interests in and to the Trademarks and Domain Names.

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, and for other good and valuable consideration, including the promises and conditions contained in the Stock Purchase Agreement ("SPA") dated March 5, 2002 between CapRock Communications Corp. and CapRock Holdings, Inc., the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignors do hereby irrevocably assign, convey, grant, transfer and deliver to Assignee, its successors and assigns forever, all of Assignors' right, title and interest, if any, in and to the Trademarks and Domain Names including all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, or future infringement of the rights assigned to Assignee hereunder, and Assignee does hereby accept and assume, all right, title and interest, if any, of Assignors in and to the Trademarks and Domain Names.
2. Notwithstanding anything to the contrary herein, Assignors do not make, and hereby expressly disclaim any and all representations and warranties, express

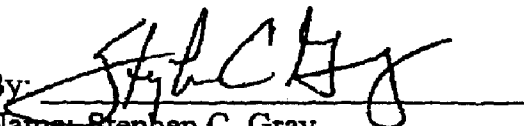
or implied (including without limitation any implied representation of ownership, use, validity or enforceability, or implied warranty of merchantability, fitness for a particular purpose or non-infringement, or implied warranty arising from course of dealing or performance). Without limiting the generality of the foregoing, Assignee acknowledges that the assignment is provided "as is."

3. Assignee hereby accepts said assignment and covenants with Assignors that Assignee hereby assumes any and all liabilities in connection with the Trademarks and Domain Names which may arise from the date hereof.
4. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument.


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

ASSIGNORS:

CAPROCK COMMUNICATIONS CORP.

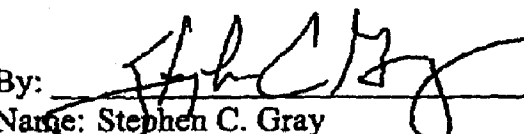
By:   
Name: Stephen C. Gray  
Title: President and Chief Executive Officer

CAPROCK TELECOMMUNICATIONS CORP.

By:   
Name: Stephen C. Gray  
Title: President and Co-CEO

ASSIGNEE:

IWL COMMUNICATIONS INCORPORATED

By:   
Name: Stephen C. Gray  
Title: President and Chief Executive Officer

[Signature page to Assignment of Trademarks and Domain Names]

**EXHIBIT A**  
**ASSIGNED TRADEMARKS**

<b><u>Mark</u></b>	<b><u>Reg. Date</u></b>	<b><u>Reg. No.</u></b>
CapRock Communications	1/21/97	2032135
CapRock Communications	9/14/99	2278201
CapRock	10/12/99	2284964
Stylized "C"	2/08/00	2316043
CapRock Communications We Go Beyond	9/7/99	2276194
CapRock Communications We Go Beyond w/stylized "C"	9/14/99	2278202
CapRock Communications What Your Telephone Company Should Be (and design) (Arkansas trademark)		

EXHIBIT B  
ASSIGNED DOMAIN NAMES

caprock.com  
caprock.net