

INTELLECTUAL PROPERTY BILL OF SALE, ASSIGNMENT AND LICENSE

THIS INTELLECTUAL PROPERTY BILL OF SALE, ASSIGNMENT AND LICENSE (this "*Bill of Sale*") is made and entered into as of December 31, 2001, by PointOne Operating Company, a Delaware corporation, PointOne Telecommunications, Inc., a Delaware corporation, and PointOne Carrier Services, Inc., a Delaware corporation (each, a "*Seller*," and collectively, the "*Sellers*") in favor of UniPoint Holdings, Inc., a Delaware corporation ("*Purchaser*").

PRELIMINARY STATEMENTS

A. Purchaser and the Sellers have entered into that certain Asset Purchase Agreement dated as of December 13, 2001 (the "*Agreement*"), pursuant to which each Seller has agreed to sell, assign, transfer and convey to Purchaser all of such Sellers' rights, title and interest in, to and under certain assets

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, the mutual promises and covenants contained herein, to enable the commercial exploitation by Purchaser of the Transferred Intellectual Property Rights and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Each Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Purchaser, its successors and assigns, to have and to hold forever, all of such Seller's worldwide rights, title and interest of every conceivable kind and character whatsoever in, to, under, or with respect to the Transferred Intellectual Property Rights and any Derivative Works that such Seller owns based upon the Transferred Intellectual Property Rights that such Seller owns, free and clear of all Liens, other than Encumbrances specifically permitted by the Agreement or the Order, the same to be held and enjoyed by Purchaser for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, as fully

and entirely as the same would have been held by such Seller had this assignment not been made. In accordance with the Agreement, the Transferred Intellectual Property Rights are hereby deemed to include but are not limited to the service marks of the Sellers set forth on Schedule 1 hereto. Without limiting the generality of the foregoing or applicable provisions of the Agreement, the Transferred Intellectual Property Rights shall also include all (i) licenses, permits, authorizations and approvals issued to the Sellers by any Governmental Entity, (ii) all regulated assets and regulated rights and related technical information owned or otherwise held by Sellers, (iii) product designs, specifications and packaging, (iv) processes, formulae, specifications, technology and methodologies pertaining to the Business, (v) firmware, development tools, and flow charts, (vi) all IP addresses, sites and domain names, (vii) all databases, data collections and all rights therein, (viii) all network architecture and configuration documentation, drawings and related technical information, and (ix) all documents, disks, records, files and other media on which any of the foregoing is stored. For purposes of this Bill of Sale, "*Derivative Works*" shall mean a work that is based upon one or more preexisting works, such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which such preexisting works may be recast, transformed or adapted, and that, if prepared without authorization of the owner of the copyright in such preexisting work, would constitute a copyright infringement. For purposes hereof, a Derivative Work shall also include any compilation that incorporates such a preexisting work.

(a) *Exclusivity.* The Sellers agree that the rights vested in Purchaser with respect to the Transferred Intellectual Property Rights shall be exclusive to Purchaser. The Sellers agree not to market, sell or otherwise transfer or disclose the Transferred Intellectual Property Rights to any third party.

5. Miscellaneous.

(a) Conflict. In the event that any provision of this Bill of Sale be construed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling.

(b) Severability. If any term of this Bill of Sale is found to be unlawful or unenforceable in any respect, the courts shall enforce such term, in whole or in part, and all other terms of this Bill of Sale, to the fullest extent possible, and the remainder of the Bill of Sale shall not be affected.

(c) No Third Party Beneficiaries. No person or entity other than the parties and their respective successors and assigns shall have any rights under this Bill of Sale or the provisions contained herein.

(d) Successors and Assigns. This Bill of Sale and the agreements, undertakings and representations herein contained shall inure to the benefit of and bind the parties and their respective successors and assigns; provided, that this provision shall not be construed to permit any assignment prohibited by the Agreement.

(e) Governing Law. THIS BILL OF SALE SHALL BE GOVERNED BY TITLE 11 OF THE UNITED STATES CODE AND SUCH OTHER FEDERAL STATUTES AND RULES AS ARE APPLICABLE TO BANKRUPTCY CASES UNDER TITLE 11 OF THE UNITED STATES CODE AND THE LAWS OF THE STATE OF TEXAS, TO THE EXTENT SUCH LAWS ARE NOT PREEMPTED BY OR INCONSISTENT WITH TITLE 11 OF THE UNITED STATES CODE AND SUCH OTHER FEDERAL STATUTES AND RULES AS ARE APPLICABLE TO CASES UNDER TITLE 11, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE.

(f) Counterparts; Facsimile Signatures. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any party may execute and deliver this Bill of Sale by an executed signature page transmitted by a facsimile machine. If a party transmits its signature by a facsimile machine, such party shall promptly thereafter deliver an originally executed signature page to the other party; provided that any failure to deliver such an originally executed signature page shall not affect the validity, legality or enforceability of this Bill of Sale.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

"Sellers"

POINTONE OPERATING COMPANY

By: Paget L. Alves
Name: Paget L. Alves
Its: President and CEO

POINTONE TELECOMMUNICATIONS, INC.

By: Paget L. Alves
Name: Paget L. Alves
Its: President and CEO

POINTONE CARRIER SERVICES, INC.

By: Paget L. Alves
Name: Paget L. Alves
Its: President and CEO

Accepted and agreed:

"Purchaser"

UNIPOINT HOLDINGS, INC.

By: _____
J. Michael Holloway
President

[Signature Page to Intellectual Property Bill of Sale, Assignment and License]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

"Sellers"

POINTONE OPERATING COMPANY

By: _____
Name: _____
Its: _____

POINTONE TELECOMMUNICATIONS, INC.

By: _____
Name: _____
Its: _____

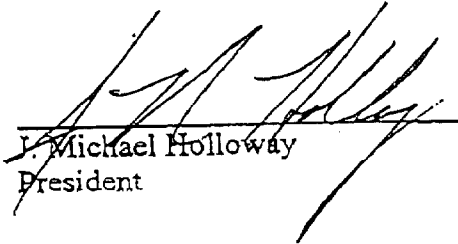
POINTONE CARRIER SERVICES, INC.

By: _____
Name: _____
Its: _____

Accepted and agreed:

"Purchaser"

UNIPOINT HOLDINGS, INC.

By:  _____
J. Michael Holloway
President

Schedule 1

Service Mark Registrations and Applications

United States:

Mark	Type	Serial #	Filing Date	Status
PointOne	Service Mark	75/548,079	9/4/98	Application Pending
PointOne Telecommunications	Service Mark	75/548,080	9/4/98	Application Pending

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RECORDED: 08/13/2002

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TRADEMARK ** TOTAL PAGE.08 **

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