

09-26-2002



TRADE

HEET

102233966

9-23-02

Number of Registrations Identified: 1
Fee: \$40
Description of Mark: TERRAVOICE
Registration Number: 2,550,155
Date of Registration: March 19, 2002

Party Conveying Interest (Assignor): ParaGea Communications, LLC

Party Receiving Interest (Assignee): TeleSystems International Corporation
804 West Diamond Ave.
Gaithersburg, MD 20878

Description:
Interest Conveyed: All right, title and interest in and to that certain
Registered Trademark No. 2,550,155 identified as
"TERRAVOICE."

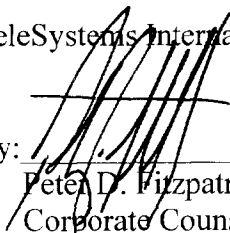
Transaction: Assignment by ParaGea Communications, LLC of
the Registered Trademark "TERRAVOICE" to
TeleSystems International Corporation.

Direct Correspondence To: TeleSystems International Corporation
Attn: Peter D. Fitzpatrick, Esq.
804 West Diamond Ave.
Gaithersburg, MD 20878

Date Document Executed: July 10, 2002

Domicile: Assignee TeleSystems International Corporation is
a domestic corporation organized and existing under
the laws of the State of Maryland with its principal
place of business located in the State of Maryland.

TeleSystems International Corporation

By: 
Peter D. Fitzpatrick
Corporate Counsel

FINANCE SECTION

SEP 23 AM 8:09

09/25/2002 AMWED1 00000105 2550155

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made as of this 10th day of July 2002, by and between TeleSystems International Corporation, a Maryland corporation ("Purchaser") and ParaGea Communications LLC, a Maryland limited liability company ("Seller").

1.1 Defined terms. As used herein, the terms below shall have the following meanings:

"Order" shall mean an order (or orders) of the Bankruptcy Court, including any appropriate findings of facts or conclusions of law, that (1) approves this Agreement; (2) authorizes Seller to enter into the transactions contemplated hereby; (3) authorizes Seller to sell the Purchased Assets to Purchaser on the Closing Date free and clear of liens; (4) approves the assumption and assignment pursuant to Section 365 of the Bankruptcy Code of Leases and Contracts that are included as Purchased Assets (other than government contracts that must be novated); and (5) provide such other and further relief as may be appropriate.

"Purchased Assets" shall mean all of Seller's right, title and interest in and to the assets listed on Schedule B filed by ParaGea Communications LLC with the Bankruptcy Court as described in additional detail in Exhibits A through F. Schedule B and Exhibits A through F are attached hereto as Exhibit 1. The Purchased Assets exclude cash, checking accounts, savings accounts, financial accounts, deposits or other deposit accounts and prepaid expenses listed by ParaGea on Schedule B.

"Closing Date" shall mean July 19, 2002 at noon.

"Closing" The Closing of the transactions contemplated herein (the "Closing") shall take place at the offices of Linowes and Blocher LLP, 1010 Wayne Avenue, Tenth Floor, Silver Spring, Maryland 20910 on the Closing Date.

1.2 Purchase Price. The purchase price shall be \$1,250,000 ("Purchase Price"). Payment of the Purchase Price may occur in one of the two following ways:

i. If Purchaser elects to obtain financing from Progress Bank, \$625,000 of the Purchase Price shall be paid at Closing. Prior to Closing, Purchaser shall execute a note (the "Note") and security agreement in the form attached hereto as Exhibits 2 and 3, covering the Paragea assets sold in connection with this asset purchase agreement. The Note shall be secured by a lien on the Purchased Assets; or

ii. If Purchaser elects to obtain financing from an entity other than Progress Bank, \$1,250,000 shall be paid at Closing.

Simultaneously with the execution of this Asset Purchase Agreement, the Purchaser shall deliver a deposit in the form of a certified check in the amount of \$50,000 made payable to Linowes and Blocher LLP Escrow Account ("Deposit"). The deposit shall be credited towards the Purchase Price at Closing. All proceeds of sale will be paid to Progress. For the purposes of

this Agreement, Progress will not advance any funds to Purchaser under the Note but will credit Seller's obligations to Progress for the amount of the Note and cash sale proceeds.

1.3 Transfer of Assets. On the Closing Date:

(a) Effective as of the Closing, Seller will sell, convey, transfer, assign and deliver to Purchaser, the Purchased Assets, free and clear of all Encumbrances, except the liens of Progress, and Purchaser will acquire from Seller the Purchased Assets. All liens of Progress will attach to the proceeds. All Purchased Assets must be located on the Sellers premise before the Closing Date.

1.4 Closing costs; transfer taxes. The parties shall endeavor to obtain exemptions under Section 1146 of the Bankruptcy Code and otherwise from documentary transfer taxes and any other sales, use or other taxes imposed by reason of the transfers of the Purchased Assets provided hereunder ("Transfer Taxes"). To the extent that payment of a Transfer Tax is not subject to an exemption, Purchaser shall be responsible for the payment of any such Transfer Tax (provided, however, that Seller shall be responsible for the payment of any Transfer Tax or other tax accruing or arising prior to the Closing).

1.5 Conveyances at Closing. On the Closing Date, Seller will execute and deliver to Purchaser:

(i) a bill of sale substantially conveying in the aggregate all of Seller's owned personal property included in the Purchased Assets;

(ii) assignments of all Contracts included in the Purchased Assets (except to the extent that Contracts are not subject to assignment and must be novated following the Closing). The Seller recommends assignment or novation of the contracts listed in Exhibit E, attached hereto. To the best of Seller's knowledge, there are no defaults on any of the Contracts listed on Exhibit E. If a default arises before Closing and prevents Debtor from assuming the Contract and assigning the Contract to Purchaser, Purchaser shall bear the cost to cure the default. Purchaser shall have the unilateral option to modify Exhibit E at any time prior to the Closing Date, to add or remove any of Seller's Contracts.

(iii) assignment of all Proprietary Rights in recordable form to the extent necessary to assign such rights or to perfect the assignment of such rights;

(iv) all Books and Records included in the Purchased Assets;

(v) physical possession of all tangible personal property included in the Purchased Assets; and

(vi) a copy of the Order.

1.6 Disclaimer. Seller makes no representation or warranty, express or implied, of any kind whatsoever with respect to any of the Purchased Assets or their design, quality or condition, including, without limitation, with respect to the (i) merchantability, (ii) fitness for a particular purpose, (iii) whether they contain hazardous substances, (iv) whether they satisfy the

requirements of any law, governmental regulation or specification, (v) the quality or collectibility of any Account Receivable, or the (vi) the enforceability of any Contract. The Purchased Assets are sold **AS IS, WHERE IS**, with all faults and defects. Purchaser hereby acknowledges that Purchaser has thoroughly investigated all elements of Seller's business and is fully aware of all risks with respect to same. Purchaser further acknowledges that Purchaser has formed its own opinion as to the value and potential of the Purchased Assets. Seller has made no warranty, promise, agreement or representation except as specifically set forth in this Agreement.

1.7 Purchaser hereby represents and warrants to Seller as follows:

a. Organization of Purchaser. Purchaser is duly organized, validly existing and in good standing under the laws of the State of Maryland.

b. Authorization. Purchaser has all necessary corporate power and authority and has taken all corporate action necessary to enter into this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder. This Agreement has been duly executed and delivered by Purchaser and, subject to approval by the Court, is a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

c. No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (a) a violation of or a conflict with any provision of the Articles of Incorporation or Bylaws of Purchaser, (b) a breach of, or a default under, any term or provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Purchaser is a party which breach or default would have a material adverse effect on the business, financial condition or operations of Purchaser or its ability to consummate the transactions contemplated hereby or (c) a violation by Purchaser of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on the business or financial condition of Purchaser or its ability to consummate the transactions contemplated hereby.

1.8 The obligations of Seller to consummate the transactions required to take place at Closing are subject to and conditioned on the satisfaction (or written waiver), on or prior to the Closing Date, of each of the following conditions:

a. Representations, Warranties and Covenants. All representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date, except as, and to the extent that, the facts and conditions upon which such representations and warranties are based are expressly required or permitted to be changed by the terms hereof, and Purchaser shall have performed all agreements and covenants required hereby to be performed by it prior to or at the Closing Date.

b. Fixed Assets and Physical Inventory. Prior to Closing, the Purchaser shall verify the large dollar value items of Physical Inventory at Sellers cost. The Physical Inventory shall represent a minimum of 94% of the total value of the Physical Inventory (or \$2,222,827), or the total Buyer shall have no obligation to consummate this agreement, and the deposit shall be

Ln
SP
otherwise C.Y.
returned before July 13th, 2002, ~~other~~ the deposit will be forfeited.

c. Court Approval. The Court shall have entered the Order approving the sale as contemplated herein.

1.9 Termination. If Closing does not occur by July 17, 2002, Seller may, in its discretion, terminate this Agreement.

1.10 Entire Agreement; Amendments and Waivers. This Agreement, together with all exhibits and schedules hereto and all agreements contemplated hereby, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and their employees, agents, representatives and attorneys. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

1.11 Time Is Of The Essence. Time is of the essence under this Agreement.

1.12 Attorneys' Fees. In the event a dispute arises under this Agreement, the prevailing party shall be entitled to actual incurred attorneys' fees and costs.


1.13 Jury Trial. **EACH PARTY HERETO WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

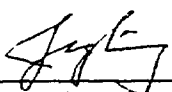
SELLER:

PARAGEA COMMUNICATIONS, LLC



By: Richard C. Meyers
Title: Managing Member

PURCHASER: TeleSystems International Corp.

By:  for Song Yu

Title: Vice president
Jong-Liang Ku

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Greenbelt Division)

ENTERED

JUL 11 2002

U.S. BANKRUPTCY COURT
DISTRICT OF MARYLAND
GREENBELT

In re:

PARAGEA COMMUNICATIONS, LLC)

Debtor.)

Case No. 02-15359PM
(Chapter 11)

**ORDER PURSUANT TO SECTIONS 105(a), 363 AND 1146(c) OF
THE BANKRUPTCY CODE (i) AUTHORIZING THE SALE
OF CERTAIN OF DEBTOR'S ASSETS, FREE AND CLEAR
OF LIENS, CLAIMS, AND ENCUMBRANCES; AND
(ii) APPROVING AN ASSET PURCHASE AGREEMENT**

A hearing having been held on June 24, 2002 (the "Hearing") to consider the motion, filed June 4, 2002 (the "Motion"), of the above captioned debtor in possession ("Debtor") for an order pursuant to Sections 105(a), 363 and 1146(c) of Title 11 of the United States Code (the "Bankruptcy Code") (i) authorizing the sale of the certain of the Debtor's assets, free and clear of all liens, claims and encumbrances; and, (ii) approving an asset purchase agreement attached as **Exhibit A**; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334; and consideration of the Motion, the relief requested therein, and the responses thereto, if any, being a core proceeding in accordance with 28 U.S.C. § 157(b); and the appearances of all interested parties and all responses and objections to the motion having been duly noted in the record of the Hearing; and upon the evidence and record at the Hearing held on July 10, 2002, and upon the record and all other pleadings and proceedings in these cases, including the Motion, said responses and objections, and after due deliberation and sufficient cause appearing therefor,
THE COURT HEREBY FINDS, DETERMINES, AND CONCLUDES THAT:

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Code. The transaction contemplated by the Motion and the Agreement are in compliance with and satisfy all applicable provisions of the Bankruptcy Code, including without limitation Sections 105 and 363.

G. The Debtor has, in good faith, determined that the Agreement represents the highest and best offer received by Debtor for the Purchased Assets.

H. The sale consideration to be realized by Debtor pursuant to the Agreement is fair and constitutes reasonably equivalent value for the Purchased Assets.

I. The Agreement and the transactions contemplated by the Agreement were negotiated and have been and are undertaken by Debtor and Purchaser at arm's length, without collusion and in good faith within the meaning of Section 363(m) of the Bankruptcy Code. As a result of the foregoing, Debtor and Purchaser are entitled to the protections of Section 363(m) of the Bankruptcy Code.

J. The Purchase Price under the Agreement is fair and reasonable and is sufficient value for the Purchased Assets. Therefore, the sale contemplated by the Agreement is in the best interests of the Debtor and its estate, creditors and other parties in interest.

K. The sale price for the Purchased Assets or any part thereof, was not controlled by an agreement among potential bidders.

L. It is in the best interests of the Debtor and the Estate that the sale of the Purchased Assets be consummated by the earliest possible date.

For all of the foregoing and after due deliberation,

THE COURT ORDERS, ADJUDGES, AND DECREES:

1. The Motion, the Agreement and the transactions contemplated thereby are hereby approved.

lenders (the "DIP Lenders"), and the prepetition lenders (the "Prepetition Lenders"), shall be transferred, affixed, and attached to the proceeds of such sale, with the same extent, validity, priority, force, and effect as such liens had upon the Purchased Assets immediately prior to the Closing, and such proceeds shall be paid to Progress Bank subject to the same.

5. Subject to the payment by Purchaser to Debtor, pursuant to Section 363 of the Bankruptcy Code, of the consideration provided for in the Agreement, the sale of the Purchased Assets by Debtor to Purchaser shall constitute a legal, valid, and effective transfer of the Purchased Assets and shall vest Purchaser with all right, title, and interest of Debtor in and to the Purchased Assets, free and clear of all liens, claims and encumbrances pursuant to Section 363(f) of the Bankruptcy Code, effective as of the Closing.

6. Neither the purchase of the Purchased Assets, nor the subsequent operation of any business previously operated by the Debtor shall cause Purchaser to be deemed a successor in any respect to the Debtor.

7. The sale of the Purchased Assets to Purchaser under the Agreement will constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and applicable state laws.

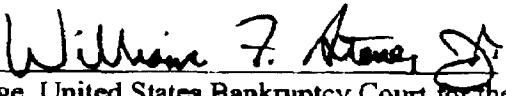
8. Purchaser is hereby granted and is entitled to the protections provided to a good-faith purchaser under Section 363(m) of the Bankruptcy Code.

9. ~~No broker procured the proposed sale and no commission is owed in connection with the contemplated sale.~~

10. Debtor is authorized to assign and transfer to Purchaser all of Sellers' rights, title and interest (including common law rights) in and to all of the Purchased Assets, and

party, entity or other fiduciary that may be appointed in connection with these cases or any other
or further cases involving Debtor, whether under Chapter 7 or Chapter 11 of the Bankruptcy
Code.

Dated: _____


Judge, United States Bankruptcy Court for the
District of Maryland

cc: James A. Vidmar, Jr.
Jennifer D. Larkin
Linowes and Blocher LLP
1010 Wayne Avenue 10th Floor
Silver Spring, Maryland 20910

Office of the United States Trustee
6305 Ivy Lane, Suite 600
Greenbelt, Maryland 20770

Robert A. Kargen
White and Williams LLP
1650 Market Street, Suite 1800
Philadelphia, Pennsylvania 19103

John F. Dougherty
Kramon & Graham, P.A.
One South Street, 26th Floor
Baltimore, Maryland 21202

Susan Bloomfield, Esquire
Lerch, Early & Brewer, Chartered
3 Bethesda Metro Center, Suite 380
Bethesda, Maryland 20814-5353

Members of the Unsecured Creditors' Committee
Patton Electronic Company
c/o Craig Silver
7622 Rickenbacker Drive
Gaithersburg, Maryland 20879
Temporary Interim Chairperson

Norman P. Swales
2 Turnsworth Avenue
Redwood City, California 94062

ParaGea Assets

Exhibits List

Exhibit A: Product Technology
Exhibit B: Trademarks and Copyrights
Exhibit C: Fixed Assets (production and test equipment, furniture)
Exhibit D: Product Inventory
Exhibit E: Agreements Transferred to Purchaser
Exhibit F: Accounts Receivable

Exhibit A: Product Technology

ParaGea Products

All product documentation including all tangible embodiments of all information and know-how relating to the Products (as defined below) or the design, functionality, operation or testing of the Products, including all matters or things not commercially available used to design, manufacture or test the Products, or any version thereof, and all enhancements or improvements thereof. This shall include all items listed in the attached schedules, including, all source code, computer programs, computer databases, list of design tools, drawings, diagrams, schematics, parts list, bills of material, board outlines, assembly drawings, layouts, fabrication drawings, manufacturers' parts numbers, names and addresses of parts suppliers, physical, functional and test specifications, including test vectors and the programs that drive them, drawings for test fixtures and related materials and things for the Products and all parts and components thereof for the following Products.

"Products"

- SCADAStar VSAT System
- TerraSat I VSAT System
- TerraSat II VSAT System
- TerraVoice DCME
- Gateway DCS, NMS, RSC, and certain UI Software

SCADAStar Product

The following are the SCADAStar assets:

Assemblies for SCADAStar Hub	
1) Outlink Modulator (00640-02)	
1) DMU Board (3080)	
2) HSHTX IFU Board (3950)	
3) MUX Board (0900)	
4) Hub MBU Board (3850)	
2) Upconverter	
1) Indoor (00644-02)	
1) DMU Board (3080)	
2) HSHTX IFU Board (3950)	
3) MURF B/C	
4) Hub MBU Board (3850)	
2) Outdoor (00641-01)	
1) DMU Board (3080)	
2) HSHTX IFU Board (3950)	
3) MURF B/C	
4) MBU Board (3500)	
3) Burst Demodulator (00635)	
1) DMU Board (3080)	
2) HSBD IFU Board (3860)	
3) MUX Board (0900)	
4) Hub MBU Board (3850)	
4) LNB Controller (001470)	
1) PC Board (101413)	
2) Power Supply (01340)	

Assemblies for SCADAStar Mini-Hub	
1) Outlink Transceiver – OT Ku Band	
1) NA (00647-01)	
2) E1 (00647-03)	
3) E2 (00647-02)	
1) DMU Board (3080)	
2) MBU Board (3500)	
3) HSHTX IFU Board (3950)	
4) MUX Board (0900)	
5) MURF RevA/B	
6) LNB	
1) NA (200310-1)	
2) E1 (200310-2)	
3) E2 (200310-3)	
2) Outlink Transceiver – OT Ku Band (00675 E2)	
1) DMU Board (3080)	
2) MBU Board (3500)	
3) HSHTX IFU Board (3950)	
4) MUX Board (0900)	
5) CTU 5W	
6) Ext DRO LNB	
3) Outlink Transceiver – OT C Band (00634-01)	
1) DMU Board (3080)	
2) MBU Board (3500)	
3) HSHTX IFU Board (3950)	
4) MUX Board (0900)	
5) MURF RevA/B	
2) Burst Demodulator (00635)	
1) DMU Board (3080)	
2) HSBD IFU Board (3860)	
3) MUX Board (0900)	
4) Hub MBU Board (3850)	

HARDWARE USAT	
Assemblies for SCADAStar USAT – Ku Band	
1) NA USAT (00638)	
2) E1 USAT (00648)	
3) E2 USAT (00649)	
1) DMU Board (3080)	
2) MBU Board (3500)	
3) IFU Board (3490)	
4) PAD Board (3560)	
5) MURF (003410-1)	
6) LNB	
1) NA – 200310-1	
2) E1 – 200310-2	
3) E2 – 200310-3	
Assemblies for SCADAStar USAT – C Band (00636)	
1) DMU Board (3080)	
2) MBU Board (3500)	
3) IFU Board (3490)	
4) PAD Board (3560)	
5) CTU	
6) DRO LNB	

SOFTWARE USAT	
Software Includes	
1) DMU BSS, DMU OSS1, DMU OSS2 (C900345)	
2) DMU DSP1 (C900346)	
3) DMU DSP2 (C900347)	
4) DPC Software (C900349)	
5) DMU MDB Files for Ku-Band (TSC900255)	
6) DMU MDB Files for C-Band (TSC900321)	
7) NMS Software	
8) ASIC Software	

ITEMS
1) Product Description Manual
2) 2 Volume O&M Manuals
3) 15 Volume Design Documentation
1) Parts Lists
2) Schematics
3) Assembly Drawings
4) Software Build instructions
5) Specifications

TerraSat-I VSAT

HARDWARE	
Assemblies for TerraSat-I VSAT	
1) Low Rate Traffic Modem	
1) Low Rate Modem Mother Board	
2) VFU Daughter Card	
2) Low Rate Signaling Modem	
1) Low Rate Modem Mother Board	
2) RSC Daughter Card	
3) Mid Rate Modem	
1) Mid Rate Modem Mother Board	
2) Sync Data Daughter Card	
3) Chassis	
1) DT-3000 13-Slot Chassis	
2) DT-3500 5-Slot Chassis	
3) DT-2500 3-Slot Chassis	
4) Others	
1) Chassis M&C Termination Block	
2) V.35 Interface Adapter	
Design Related Documents	
1) Parts Lists	
2) Design Specs	
3) Schematics	
4) Gerber Files for PWB's	
5) Assembly Drawings	

SOFTWARE	
Source/Executable	
1) LRM - Assembly and C Source for Traffic/Signaling LRM	
2) MRM - Assembly Source for Traffic	
3) VFU - C and Assembly for VFU Daughter Card (licensed)	
4) RSC/CCM - Microprocessor C Source for LRM Daughter Card (RSC)	
5) NMS - C/C++ Source for UNIX Workstation	
Design Related Documents	
1) Design Documents/Specifications	

MANDATES
1) TerraSat-I Product Description Manual
2) DT-3000 Remote Station Installation, Operation and Maintenance Manual
3) DT-2500/3500 Remote Station Installation, Operation and Maintenance Manual
4) NCS Installation, Operation and Maintenance Manual

TerraSat II Product

The following are the TerraSat II assets:

HARDWARE	
Assemblies for TerraSat-II Hub	
1) Host Processor Front Card	
2) Host Processor Rear Card	
3) TCEC Front Card	
4) TCEC Rear Card	
5) TTM Front Card	
6) TTM Rear Card	
7) BRM Front Card	
8) BRM Rear Card	
Assemblies for TerraSat-II Remote	
1) RST Card	
2) RSR Card	
3) RSCUI Card	
4) RSPSU Card	
5) Remote Station Chassis	
Design Related Documents	
1) Parts Lists	
2) Design Specs	
3) Schematics	
4) Gerber Files for PWB's	
5) Assembly Drawings	

SOFTWARE	
Hub	
	1) HSC - C Source Software for Host Processor Front Card
	2) TCEC Host DSP - C and assembly source for TCEC Front Card
	3) Compression Engine - C Source and Assembly for TCEC Front Card (licensed)
	4) TTM/BRM Host DSP - C and Assembly source for TTM/BRM Front Card
	5) TDM Transmitter - Assembly Source for TTM Front Card
	6) TDMA Receiver - Assembly Source for BRM Front Card
	7) TTM RC Controller - Micro controller Assembly Source for TTM Rear Card
	8) BRM RC Controller - Micro controller Assembly Source for BRM Rear Card
	9) NMS Manager - C Source for Sun UNIX
	10) NMS Agent - Java Source for PC/SUN
Remote	
	1) TDMA Transmitter - Assembly Source for RST Card
	2) TDM Receiver - Assembly Source for RSR Card
	3) Compression Engine - C and Assembly Source for RSCUI Card (licensed)
	4) RSC - C and Assembly Source for RSCUI Card
Design Related Documents	
	1) Design Documents/Specs

TerraVoice DCME

HARDWARE
Assemblies for TerraVoice-DCME
1) TCEC Front Card (C800043-01)
2) TCEC Rear Card (C800045-01)
3) Host Processor Front Card (C800044-01)
4) Host Processor Rear Card (C800046-01)
Design Related Documents
1) Parts Lists
2) Design Specs
3) Schematics
4) Gerber Files for PWB's

SOFTWARE
Source/Executable
1) Compression Engine - C and Assembly Source (licensed) for TCEC FC
2) Host DSP - C and Assembly Source for TCEC Front Card
3) Framer DSP - C & Assembly Source for TCEC Front Card and Host Proc FC
4) Host - Microprocessor C Source for Host Processor Front Card
5) Network Management System - C Source
Design Related Documents
1) Design Documents

MANUALS
1) Operations and Maintenance Manual
2) Quick Start Manual

GateWay VSAT Software

Source/Executable	
1) NMS - C/C++ Source for Sun Workstation	
2) RSC - Microprocessor C Source for Remote Station Controller Card	
3) UIM - C and Assembly Source for 8 and 16 kbps Voice/Fax/Data UIM Card (licensed)	
4) CCMC - Microprocessor C Source for CCMC Card	
5) DCS - Microprocessor C Source for DCS Card	
Design Related Documents	
1) Design Documents	

EXHIBIT B

Intellectual Property

Trademarks and Trade-names

TerraSat™ (license pending from Terrasat, Inc. as settlement of infringement suit)
TerraVoice®
ParaGea®
ParaGea Communications® and globe design
ScadaStar™ (no application pending)

Copyrights

None registered. ParaGea holds copyrights in all of its original software and firmware source and object code works of authorship, and hardware designs.

Trade Secrets

General intangibles related to ParaGea's TerraSat™, TerraVoice® and SCADAStar™ product lines.

Patents

None.

EXHIBIT C

MANUFACTURER	MODEL	DESCRIPTION	QTY
AC/DC ELECTRONICS	EL750	ELECTRONIC LOAD	1
ACER	P111	PC WITH MONITOR	2
ACER	P111	PC WITH MONITOR	2
AMP	STANDARD	PATCH PANEL, 48 PORT, RJ45	3
ANRITSU	MS710C	SPECTRUM ANALYZER	2
APC	1400	UNINTERRUPTABLE POWER SUPPLY	1
APC	800RT	UNINTERRUPTABLE POWER SUPPLY	3
APC	PRO 650	UNINTERRUPTABLE POWER SUPPLY	1
BAUSCH & LOMB	SZ4	INSPECTION MICROSCOPE W/ BOOM STAND	2
BAUSCH & LOMB	SZ7	INSPECTION MICROSCOPE W/ BOOM STAND	3
BK PRECISION	1651	TRIPLE OUTLET POWER SUPPLY	2
BUDD	NPN	RACK	2
CISCO	1601	LAN ROUTER, 1600 SERIES	1
CISCO	CATALYST 2900	SMART SWITCH, 24 PORT	5
CISCO	PIX FIREWALL	LAN / INTERNET FIREWALL	1
CLARK	GPX25	LIFT TRUCK-4000 LBS, 240", 4 STAGE 55D-SS-57, MAST, SIDE SHIFT, TILT, PNEUMATIC TIRES, LP GAS, GOOD CONDITION	1
CO COMP	(4) 9GB SCSI	HARD DRIVE ARRAYS	2
COMTECH	PII	PC WITH MONITOR	1
CRAFTSMAN	N/A	15 SPEED 17 IN. 1 1/2 HORSEPOWER DRILL	1
CTX	N/A	PRESS	1
DATA IO	PSX400	LAPTOP	1
DATA IO	UNISITE	32X8 PLCC PROGRAMMER	1
DELL	DIMENSION XPS R400	PLCC PROGRAMMER WITH 10 SITE AND IO SITE 4810	1
DELL	DIMENSION XPS T500	PC WITH MONITOR	2
DELL	INSPIRON 7000	PC WITH MONITOR	23
DELL	POWER EDGE 4300	PC WITH MONITOR	10
DELL	MITELITE	APPLICATION SERVER, DUAL PIII 450 PROCESSORS, 512MB RAM, (5) 9GB ARRAY DRIVES	1
DUKANE		LCD PROJECTOR	1

TRADEMARK

REEL: 2588 FRAME: 0338

MANUFACTURER	MODEL	DESCRIPTION	QTY
EIP	545	MICROWAVE FREQUENCY COUNTER	1
EIP	548	SOURCE LOCKING MICROWAVE COUNTER	1
FLUKE	73	DIGITAL MULTI-METER	1
FLUKE	77	DIGITAL MULTI-METER	1
FLUKE	79	DIGITAL MULTI-METER	1
FLUKE	87	DIGITAL MULTI-METER	2
FLUKE	1912A	MULTI-COUNTER	1
FLUKE	8012A	DIGITAL MULTI-METER	1
GATEWAY	E-3000	PC WITH MONITOR	3
GATEWAY	E-3100	PC WITH MONITOR	1
GATEWAY	E-4200	PC WITH MONITOR	1
GATEWAY	E-4200	MAIL SERVER, PII 300, 185MB RAM, ARRAY DRIVES	1
GATEWAY	E-4200	PC WITH MONITOR	1
GATEWAY	G8-200	PC WITH MONITOR	1
GATEWAY	P-120	PC WITH MONITOR	1
GATEWAY	P5-120	PC WITH MONITOR	1
GATEWAY	P5-200	PC WITH MONITOR	4
GATEWAY	SOLO	PC WITH MONITOR	2
GRISLY INDUSTRIAL	G4011	BENCH TOP BRAKE 36 IN. LONG	1
HAKKO	850	SOLDER STATION	1
HEWLETT PACKARD	255	7600 SERIES PLOTTER	1
HEWLETT PACKARD	300	FAX MACHINE	4
HEWLETT PACKARD	700	FAX MACHINE	1
HEWLETT PACKARD	1652B	LOGIC ANALYZER	4
HEWLETT PACKARD	1660CS	LOGIC ANALYZER/OSCILLOSCOPE	1
HEWLETT PACKARD	2100TN	LASERJET PRINTER	1
HEWLETT PACKARD	3312A	FUNCTION GENERATOR	1
HEWLETT PACKARD	3314A	FUNCTION GENERATOR	1
HEWLETT PACKARD	3325A	SYNTHESIZED/FUNCTION GENERATOR	4
HEWLETT PACKARD	3336A	SYNTHESIZER LEVEL GENERATOR	1
HEWLETT PACKARD	3438A	DIGITAL MULTI-METER	2
HEWLETT PACKARD	34401A	DIGITAL MULTI-METER	3
HEWLETT PACKARD	3478A	DIGITAL MULTI-METER	2

MANUFACTURER	MODEL	DESCRIPTION	QTY
HEWLETT PACKARD	3551A	TRANSMISSION TEST SET	1
HEWLETT PACKARD	3577A	NETWORK ANALYZER	1
HEWLETT PACKARD	3585A	SPECTRUM ANALYZER	2
HEWLETT PACKARD	3586A	SELECTIVE LEVEL METER	1
HEWLETT PACKARD	3588A	SPECTRUM ANALYZER	4
HEWLETT PACKARD	3708A	NOISE AND INTERFERENCE TEST SET	2
HEWLETT PACKARD	3SI	LASERJET PRINTER	1
HEWLETT PACKARD	4000N	LASERJET PRINTER	1
HEWLETT PACKARD	436A	POWER METER	3
HEWLETT PACKARD	437B	POWER METER	4
HEWLETT PACKARD	4500N	LASERJET PRINTER	1
HEWLETT PACKARD	4MV	LASERJET PRINTER	1
HEWLETT PACKARD	4PLUS	LASERJET PRINTER	1
HEWLETT PACKARD	54502A	DIGITAL OSCILLOSCOPE	1
HEWLETT PACKARD	5SIMX	LASERJET PRINTER	1
HEWLETT PACKARD	6236B	TRIPLE OUTPUT POWER SUPPLY	1
HEWLETT PACKARD	6253A	DUAL DC POWER SUPPLY	3
HEWLETT PACKARD	6264B	DC POWER SUPPLY	1
HEWLETT PACKARD	6282A	DC POWER SUPPLY	1
HEWLETT PACKARD	6282D	DC POWER SUPPLY	1
HEWLETT PACKARD	651B	TEST OSCILLATOR	1
HEWLETT PACKARD	654A	TEST OSCILLATOR	3
HEWLETT PACKARD	8505A	NETWORK ANALYZER W/ HP 8503A S	1
HEWLETT PACKARD	8563E	PERIMETER TEST SET	1
HEWLETT PACKARD	8566B	SPECTRUM ANALYZER	2
HEWLETT PACKARD	8568B	SPECTRUM ANALYZER W/ ANALYZER DISPLAY	2
HEWLETT PACKARD	8590B	SPECTRUM ANALYZER W/ ANALYZER DISPLAY	1
HEWLETT PACKARD	8642A	SPECTRUM ANALYZER	1
HEWLETT PACKARD	8642B	SIGNAL GENERATOR	2
HEWLETT PACKARD	8643A	SIGNAL GENERATOR	1
HEWLETT PACKARD		SYNTHESIZED SIGNAL GENERATOR	1

TRADEMARK

REEL: 2588 FRAME: 0340

MANUFACTURER	MODEL	DESCRIPTION	QTY
HEWLETT PACKARD	8648C	SIGNAL GENERATOR	2
HEWLETT PACKARD	8658A	SIGNAL GENERATOR	1
		SYNTHESIZED SIGNAL GENERATOR W/ HP 86603B MODULATION SECTION AND 86603 RF SECTION	1
HEWLETT PACKARD	8660D	SYNTHESIZED SIGNAL GENERATOR	1
HEWLETT PACKARD	8672A	SYNTHESIZED SIGNAL GENERATOR	2
HEWLETT PACKARD	8673H	NETWORK ANALYZER	1
HEWLETT PACKARD	8720A	STORAGE/NORMALIZER	1
HEWLETT PACKARD	8750A	NETWORK ANALYZER W/ HP 85047A S PERIMETER TEST SET	1
HEWLETT PACKARD	8753C	CELL SITE TEST SET	1
HEWLETT PACKARD	8921A	INKJET PRINTER	1
HEWLETT PACKARD	895CSE	MODULATION ANALYZER	1
HEWLETT PACKARD	8981A	PLOTTER	1
HEWLETT PACKARD	DRAFT MASTER SX	FLATBED SCANNER	1
HEWLETT PACKARD	SCANJET 6200C	TAPE BACKUP, HP SURESTORE 24X6, 144GB BACKUP	1
HEWLETT PACKARD	SURESTORE DAT 24X6	3 SPEED DRILL 1/4 IN.	1
HOMEMASTER	N/A	ADIX TELEPHONE SWITCH- (4) 408 CARDS, (1) CPU, 116M 044 DVIF CARD	1
IWATSU	N/A	MULTIPLE OUTPUT POWER SUPPLY	1
KEPCO	MPS620M	DIGITAL CAMERA	1
KODAK	DC210	E-PROM ERASER	1
LOGICAL DEVICES	ULTRALITE	CAD-CAM SYSTEM DRILLER ROUTER	1
LPKF	92S	SINGLE GENERATOR	1
MARCONI	2018A	DC POWER SUPPLY	1
METRONIX	N/A	TELEPHONE SYSTEM	1
NEC	ELECTRA	FAX MACHINE	1
PANASONIC	KXF-90	POWER SUPPLY	1
PMC	N/A	LCD PROJECTOR	1
POLAROID	N/A	VIDEO CONFERENCING EQUIPMENT	2
POLYCOM	VIEW STATION		

TRADEMARK

REEL: 2588 FRAME: 0341

MANUFACTURER	MODEL	DESCRIPTION	QTY
PROCESSING TELECOM TECHNOLOGIES	5101	TELEPHONE NETWORK SIMULATOR	1
PROCESSING TELECOM TECHNOLOGIES	5151	ECHO-ADVANCED IMPAIRMENT SIMULATOR	1
RICOH AFICIO 650	AFICO 650	COPIER	2
SAGE INSTRUMENTS	930A	COMMUNICATION TEST SET	2
SONY	MAVICA FD-83	DIGITAL CAMERA	1
STANFORD RESEARCH SYSTEMS	SR720	LCR METER W/ TWEEZER TEST FIXTURE ADAPTER	1
STANLEY	VIDMAR	12 DRAWER PARTS STORAGE CABINET	5
TAS	122	TELEPHONE NETWORK EMULATOR	1
TEKTRONIX	475	OSCILLOSCOPE	4
TEKTRONIX	1240	LOGIC ANALYZER	1
TEKTRONIX	2232	2-CHANNEL 100 MHZ OSCILLOSCOPE	1
TEKTRONIX	2445	4-CHANNEL 150 MHZ OSCILLOSCOPE	3
TEKTRONIX	2465	4-CHANNEL 300 MHZ OSCILLOSCOPE	3
		OSCILLOSCOPE W/ DUAL TRACE AMPLIFIER (2), DUAL TIME BASE (1), DELAY TIME BASE (1)	1
TEKTRONIX	7104	OSCILLOSCOPE	2
TEKTRONIX	465B	OSCILLOSCOPE	1
TEKTRONIX	TDS540	4-CHANNEL 500 MHZ OSCILLOSCOPE	1
TEKTRONIX	TDS640A	4-CHANNEL 500 MHZ OSCILLOSCOPE	3
TELECOMMUNICATIONS TECHNIQUES CORP.	FIREBERD 6000 A	COMMUNICATIONS ANALYZER	4
TENNEY	BENCH MASTER	VERSA 10-2 CONTROLLER	1
TENNEY	130C	ENVIRONMENTAL CHAMBER	1
TMC	N/A	DC POWER SUPPLY	1
VARIOUS	LOT	ASSORTED TEST RACKS	1

TRADEMARK

REEL: 2588 FRAME: 0342

MANUFACTURER	MODEL	DESCRIPTION	QTY
VARIOUS	LOT (SEE DETAIL)	CONFERENCE ROOM W/ MEDIO CENTER, CREDENZA, NEC VOICE POINT CONF. PHONE, OVERHEAD PROJECTOR, 20 FT. CONF. TABLE-SOLID WOOD, 12 HIGH BACK SWIVEL CHAIRS, 7 MATCHING SLIDING CHAIRS	1
VARIOUS	LOT	DISPLAY ROOM, DEMO ROOM LOBBY FURNITURE, INCLUDES SEC. DESK LEATHER COUCH AND SIDE CHAIR, GLASS TABLE, AUX. COUNTER	1
VARIOUS	LOT (SEE DETAIL)	OFFICE FURNITURE, WORK BENCHES AND FIXTURES	1
VARIOUS	LOT (SEE DETAIL)	LCD PROJECTOR	1
VARIOUS	N/A	MISC. OFFICE FURNITURE, PALLET RACKING, AND EQUIPMENT IN STORAGE	1
VARIOUS	LOT	SIGNAL GENERATOR	1
WAVETECH	3520	LAPTOP	1
WINBOOK	WIN BOOK XL2 LAP TOP		1
YOKOGAWA	DL1200A	4-CHANNEL 100 MHZ DIGITAL OSCILLOSCOPE	1
		GRAND TOTAL:	1

Double bay height forklift
 Large hot /cold temperature chamber (est 10'x10'x10')
 Small hot /cold temperature chamber (est 10'x10'x10')
 PCB NC routing machine
 Heavy duty warehouse metal shelving systems (est 500 linear feet)

Expanded List of Office Furniture and Computers

Description	Quantity
17" Monitor	1
2 Drawer Lateral File	10
36" Round Conference Table	5
42" Round Conference Table	1
48" Bookcase	1
4MM Tape Drive Sun Spark 20	1
4MM Tape Drive Sun Spark 20	1
4XDVD+MPEGII, COMBO DRIVE	1
5 drawer vertical File cabinets	68
5 shelve bookcase	15
8 foot kitchen Tables	4
Active Probe	1
Air Compressor	1
Aopen PIII 550 Computer	1
Aopen PIII 600 Computer	1
ArtWork and Frames	2
ArtWork and Frames	46
ATT Acculink Access controller	2
Back-ups Pro 650 UPS	1
Office wood cherry bookcase	74
Brady Label Machine p/n LS200	1
cannon BJC-80 portable printer	1
Cherry Side Chair	3
Cisco 1600 Router	1
Cisco Catalyst 2900/network smart switch	5
Cisco PIX Firewall	1
Cisco Router.1601	2
Coffee Table	1
Color Television.27"	1
Pentium Office Computers	7
computer equipment	1
conference table/4 chairs	1
conference table/6 chairs	1
Counting Scale	1
credenza	12
CTX VL700 17" monitor	1
Cubicles	14
CX900 Router	1
CX900 Router	1
DEI Modem	1
DEI Modem	1
Dell P3 733 mhz computers with monitors	
Dell 17" Monitor	1
Dell Computer	1
Dell Computer	1
Dell Dimension Piii Computer	1

Dell Dimension PIII Computer	1
DELL DIMENSION XPST500 PIII COMPUTER	10
Dell Inspiron 7000 Laptop/Port Replicator	4
Dell Inspiron a366LT, P II Laptop 15"XGA	4
Dell Inspiron laptop	2
Dell Inspiron PII Laptop 14" xga	1
Dell Inspiron PII Laptop 15" xga	3
Dell L Series Celeron 500	2
Dell L Series Celeron 533	10
Dell P2 400 PC	1
Dell P3 800 mhz computer	2
Dell P3500 PC	1
dell PII 400	1
Dell PII 400 no monitor	1
De11 PIII 933 MHZ COMPUTER	1
Dell PIII Computer	1
Dell Power Edge 4300 Redundant Base PIIIK/MIS	1
DELL XPS PIII 500 COMPUTER	4
Dell XPS T500 PIII Mini Tower	2
desk	1
Desk Organizer	1
Dimension 8100 pentium 4 processor	
elite 8 phones	8
EMP30 DEVICE PROGRAMMER	1
Glass Coffee Table	2
Glass End Table	
Hanging Drawing board	2
Hanging white board	2
Hanging white board	1
HP Auto Tape Backup	1
HP Laser Jet 4000N printer	1
HP LASERJET 2100TN PRINTER	1
HP SCANJET 6200 C	1
IMAC Computer	1
I Mac Computer	1
Lab Benches	14
Lab Cabinets,VIDMAR's	1
Laptop,Dell 7000	1
Laptop,WINBook XL2	1
Leather Chair	1
Leather Chair	1
Leather Sofa	1
Left Desk Return	1
Microwave	1
Microwave	1
MiteELite Projector	1
17" LCD Monitors for Tradeshow booth	1
NEC Electra Phone Switch	1 Lease
NEC Elite 8 button Phone	5

Network Rack/Patch panels	1
Oak Top Black/Honey Table	2
Padded Guest Chair	2
Parascope Plus Test Set	2
Partitioning Wall	1
Pentium 3500 Dell PC	2
Pentium 3500 Dell PC. w/CDR drive	1
RAD Modem	2
Refrigerator	1
scsi external network harddrive	1
scsi external network harddrive	1
Seagate Tape Backup	1
Sheet Metal Machine	1
Sofa	1
MS Office/Windows Software	45
Sun UltraSparc 5 Computer	1
T-1 Card in Phone System Chassis	1
Large Cafeteria style Table	10
Testloop Translator LTT-03-1RU-107	1
Testloop Translator LTT-03-1RU-107	1
Testloop Translator LTT-2225-21-RU	1
The Computer Place p2/400 PC	1
UPS	2
VCR	1
White Board	40
Workstation, Receptionist Station	1
Simulated Mahogany workstation/desk with return	65
Yamaha 3d 16 bit soundcard	2

EXHIBIT D

ParaGea Communications, LLC
Inventory Account Summary

INV Abbrev	Description	Value
9200B	TerraSat-II / TerraVoice- Finsihed	\$ 126,668.03
9200F	TerraSat-II / TerraVoice - Finished	\$ 486,974.73
9200R	TerraSat-II / TerraVoice - Raw	\$ 149,058.11
9200W	TerraSat-II / TerraVoice - WIP	\$ 17,948.91
	Subtotal	\$ 780,649.78
99000F	SCADA Finished Goods	\$ 28,897.64
99000R	SCADA Raw Materials	\$ 520,351.92
99000W	SCADA WIP	\$ 4,661.14
	Subtotal	\$ 553,910.70
99100F	TerraSat I - Finished Goods	\$ 303,873.81
99100R	TerraSat I - Raw Materials	\$ 571,639.83
99100W	TerraSat I - WIP	\$ 12,752.70
	Subtotal	\$ 888,266.34
	Total	\$ 2,222,826.82

EXHIBIT D

Page 1

PARAGEA COMMUNICATIONS, LLC
Inventory Stock Status Report
By Inventory Abbreviation

DATE: 05/09/2002
Time: 4:09:42 PM

Inventory Abbreviation: 62.05

Project: 45 000 000

Part: 405-0000

PC1 001, COMPACT PC1, 2400, 800000

Warehouse	Location	Type	Quantity	Unit Cost	Inv Balance
PC1	STOCK	0	8.0000	196.7400	1,574.24
Part Total:					1,574.24

Part: 4100-0/64-SC

COMPACT PC1 CHASSIS SYSTEM, 40, AC INPUT BLACK

Warehouse	Location	Type	Quantity	Unit Cost	Inv Balance
PC1	WIP	0	10.0000	2,775.0000	27,750.00
Part Total:					27,750.00

Part: 0600600-01

A FILLER PANEL ASSEMBLY

Warehouse	Location	Type	Quantity	Unit Cost	Inv Balance
PC1	STOCK	0	88.0000	31.5.39	2,773.22
Part Total:					2,773.22

Part: 0600700-01

B FRONT PANEL OVERLAY - LOWER SUPPLY

Warehouse	Location	Type	Quantity	Unit Cost	Inv Balance
PC1	STOCK	0	4.0000	1.9926	7.97
Part Total:					7.97

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PARAGEA COMMUNICATIONS, LLC
Inventory Stock Status Report
By Inventory Abbreviation

PG1	STOCK	0	1.0000	75.2500	75.25
PG1	WIP	0	50.0000	75.2500	3,162.50
Part Total:			51.0000		\$3,837.75
Inv Abbreviation Total:					\$12,752.70

Report Total: \$2,222,826.82

DATE: 05/08/2002
Time: 4:09:59 PM

Exhibit EAgreements Transferred to Purchaser

- Purchase Orders 630 and 619 dated June 21st, 2002, between Ericsson Componedex Ltd. and ParaGea Communications, LLC totaling \$307,794
- Distribution and Re-Labeling Agreement dated March 7, 2001 between ParaGea Communications, LLC and Ericsson Componedex, Ltd.
- Purchase Order #066 between PT Citra Cellular Nusantara and ParaGea Communications, LLC dated April 23, 2001 in the amount of \$245,634.
- Contract for the Sale of Communications Equipment dated June 23, 2000 between ParaGea Communications, LLC and PT Satelit Komunikasi Nusantara in the amount of \$1,002,365.
- Contract for the Supply of VSAT Equipment and Services dated August 30, 1999 between ParaGea Communications, LLC and Beijing Zhenhuan Petroleum Equipment Corporation, Ltd., Chinwan Petroleum Equipment (America), Inc. and ParaGea Communications, Inc. (later assigned to ParaGea Communications, LLC) as modified by Modification No. 1 dated November 11, 1999 in the amount of \$3,026,522, the first phase of which is implemented through buyer's agent pursuant to Contract No. 01US111ZF51043901 dated June 14, 2001 between Instrimpex Winner Import and Export Company, Beijing Zhenhuan Petroleum Equipment Co., Ltd. and ParaGea Communications, LLC in the amount of \$384,604.
- Contract for the Sale of Communications Equipment, PG/C/02/002 between ParaGea Communications, LLC and Explorer Pipeline Services Company, PO Box 2650, 6846 South Canton, Tulsa, OK 74101-2650, dated 2/11/02. Debtor is Seller.
- Distribution Agreement between ParaGea Communications, LLC and Grintek Telecom, a Division of Grintek Group Ltd., dated November 27, 2000.

Exhibit F:

Accounts Receivable Aging Schedule

Date: 06/25/2002
Time: 11:52:16 AM

PARAGEA COMMUNICATIONS, LLC
Accounts Receivable Aging Report
For Subperiod Ending 06/30/2002
Aged as of 06/25/2002

Project Number	Invoice Number	Inv Date	Current	31 to 60	61 to 90	Over 90	Balance Due
Customer: CHRON CHRONOS TECHNOLOGY LTD							
70433.1000	INV-0000000224	03/18/2002	0.00	0.00	0.00	5,920.00	5,920.00
Customer Total:							
			0.00	0.00	0.00	5,920.00	5,920.00
Customer: EPSC EXPLORER PIPELINE							
80415	INV-0000000239	04/29/2002	0.00	3,591.25	0.00	0.00	3,591.25
80415	INV-0000000253	06/25/2002	39,015.00	0.00	0.00	0.00	39,015.00
Customer Total:							
			39,015.00	3,591.25	0.00	0.00	42,606.25
Customer: ERIC ERICSSON							
70426	INV-0000000234	04/22/2002	0.00	0.00	74,330.96	0.00	74,330.96
70426	INV-0000000246	05/24/2002	0.00	-47,250.00	0.00	0.00	-47,250.00
70426	INV-0000000248	05/28/2002	-6,000.00	0.00	0.00	0.00	-6,000.00
70426	INV-0000000254	06/25/2002	76,948.00	0.00	0.00	0.00	76,948.00
Customer Total:							
			70,948.00	-47,250.00	74,330.96	0.00	98,028.96
Customer: GTL GLENTEL							
70207	INV-0000000199	10/23/2001	0.00	0.00	0.00	454.00	454.00
70412	INV-0000000231	04/09/2002	0.00	0.00	3,540.50	0.00	3,540.50
70412	INV0000000215	04/04/2002	0.00	0.00	-2,499.00	0.00	-2,499.00
Customer Total:							
			0.00	0.00	1,041.50	454.00	1,495.50
Customer: PTSK PT SATELIT KOMUNIKASI							
70422	0000000187	11/30/2001	0.00	0.00	0.00	-45,648.00	-45,648.00
70422	INV-0000000127	06/04/2001	0.00	0.00	0.00	25,324.00	25,324.00
70422	INV-0000000165	07/09/2001	0.00	0.00	0.00	25,324.00	25,324.00
70422	INV-0000000172	07/12/2001	0.00	0.00	0.00	6,880.40	6,880.40
70422	INV-0000000179	08/06/2001	0.00	0.00	0.00	25,324.00	25,324.00
70422	INV-0000000187	10/19/2001	0.00	0.00	0.00	50,648.00	50,648.00
Customer Total:							
			0.00	0.00	0.00	87,852.40	87,852.40
Customer: TLFN TELEFONICA							
70165	INV-0000000203	10/29/2001	0.00	0.00	0.00	1,675.00	1,675.00
Customer Total:							
			0.00	0.00	0.00	1,675.00	1,675.00
Customer: MOOJ MOOJIN							
70418	INV-0000000005	01/30/2001	0.00	0.00	0.00	50,000.00	50,000.00
Customer Total:							
			0.00	0.00	0.00	50,000.00	50,000.00

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PARAGEA COMMUNICATIONS, LLC
Accounts Receivable Aging Report
For Subperiod Ending 06/30/2002
Aged as of 06/25/2002

Date: 06/25/2002
Time: 11:52:36 AM

Project Number	Invoice Number	Inv Date	Current	31 to 60	61 to 90	Over 90	Balance Due
			109,963.00	-43,658.75	75,372.46	145,901.40	287,578.11
		Grand Total:					