

Execution Copy

TECHNOLOGY ASSIGNMENT AGREEMENT

This Technology Assignment Agreement (the "*Agreement*") is entered into as of June 30, 2002, (the "*Effective Date*") by and among PHX COMMUNICATIONS, INC., a Delaware corporation ("*PHX*" or "*Purchaser*"), YIPES COMMUNICATIONS, INC., a California corporation ("*Yipes Communications*"), YIPES COMMUNICATIONS GROUP, INC., a Delaware corporation ("*Yipes Group*"), YIPES PROPERTIES, INC., a California corporation ("*Yipes Properties*"), YIPES TRANSMISSION, INC., a California corporation ("*Yipes Transmission*"), YIPES TRANSMISSION VIRGINIA, INC., a Virginia corporation ("*Yipes Virginia*"), and YIPES WEB SERVICES, INC., a California corporation ("*Yipes Web*"), (each, a "*Seller*" and collectively, the "*Sellers*").

WHEREAS, Sellers and Purchaser have previously entered into that certain Asset Purchase Agreement (the "*Purchase Agreement*"), dated May 21, 2002, under which terms and conditions shall govern this Agreement unless provided otherwise herein;

WHEREAS, Sellers and Purchaser have entered into that certain Bill of Sale (the "*Bill of Sale*", dated even date herewith, under which terms and conditions shall further govern this Agreement unless provided otherwise herein or contrary to the terms and conditions of the Purchase Agreement; and

WHEREAS, Sellers and Purchaser are concurrently entering into agreements and transactions related to the Purchase Agreement and Bill of Sale pursuant to an order approved by the United States Bankruptcy Court for the Northern District of California on June 25, 2002.

NOW, THEREFORE, in consideration of good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. ASSIGNMENT; CONSENT.

1.1 Sellers hereby assign to the Purchaser all rights, title and interest which Sellers may have to: (a) the intellectual property listed in Exhibit A hereto; and (b) all intellectual property rights throughout the world associated with the intellectual property described in subsection (a) above, including without limitation, all (i) rights associated with inventions (whether patentable or not), including, without limitation, patents, patent applications, provisional applications and other patent rights, (ii) rights associated with works of authorship, including, without limitation, registered and common law copyrights, copyright applications and copyright registrations, (iii) rights associated with trademarks, including, without limitation, intent to use registrations, trademark applications, trademark registrations, common law trademarks, trademark rights and all associated good will, (iv) rights relating to the protection of trade secrets, know-how and similar confidential and proprietary information, (v) divisions, substitutions, continuations, continuations-in-part, reexaminations, renewals, reissues, extensions and foreign counterparts of all of the foregoing (i), (ii), (iii) and (iv), as and to the extent applicable; (vi) internet domain name registrations and associated rights; (vii) precursors, portions and work in progress with respect thereto; and (viii) any right similar to those set forth in this subsection (b), and the right to sue third parties for and recover damages from past and future infringement of the Intellectual Property (as defined below), and any other proprietary

THIS SCHEDULE MAY NOT BE ALL
INCLUSIVE AND MAY CONTAIN
CERTAIN OMISSIONS,
SOME OF WHICH MAY BE MATERIAL

Schedule 1.1(a)(iv)

Unregulated Sellers' Proprietary Rights (continued)

Registered Service Marks

<u>Service Mark ID</u>	<u>Location</u>	<u>Mark Identifier</u>
Service mark serial no. 122,677	U.S.	Opposition to Breaking the Bandwidth Bottleneck
Service mark serial no. 76/238,426	U.S.	mark: Customer Controlled Network
Service mark serial no. 75/792,611	U.S.	mark: Yipes
Service mark serial no. 001530922	Europe	mark: Yipes
Service mark serial no. 200018203	Japan	mark: Yipes
Service mark serial no. 75/852,225	U.S.	mark: First Mile Network
Service mark serial no. 75/853,146	U.S.	mark: Yipes First Mile Network
Service mark serial no. 75/853,145	U.S.	mark: Yipesoft
Service mark serial no. 75/852,446	U.S.	mark: Yipes Communications
Service mark serial no. 76/249,278	U.S.	mark: Application Aware Network
service mark serial no. 878997	Australia	mark: yipes
service mark serial no. 1103641	Canada	mark: yipes
service mark serial no. 201126477	China P.R.	mark: yipes
service mark serial no. 200107986	Hong Kong	mark: yipes
service mark serial no. 486831	Mexico	mark: yipes
service mark serial no. 200106445	Norway	mark: yipes
service mark serial no. 051392001	Switzerland	mark: yipes
service mark serial no. 90020636	Taiwan	mark: yipes
service mark serial no. 200107987	Hong Kong	mark: yipes
service mark serial no. 486832	Mexico	mark: yipes
service mark serial no. 90020637	Taiwan	mark: yipes
service mark serial no. 2001126478	China P.R.	mark: yipes
service mark serial no. 76/261,141	US	mark: Yipes That's Fast
service mark serial no. 76/307,021	US	mark: Nan
service mark serial no. pending	US	mark: Network Effects

Registered Copyrights

True IP™ (Registration No. TXu-1-008-388, including applications with the United States Copyright Office and documents related to such application including any source code for software applications)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date above.

PURCHASERS:

PHX HOLDINGS, INC.

By: AB
Name: LARRY BERCOVICH
Title: GENERAL COUNSEL - AUTHORIZED OFF

PHX COMMUNICATIONS, INC.

By: AB
Name: LARRY BERCOVICH
Title: GENERAL COUNSEL - AUTHORIZED OFFICER

SELLERS:

YIPES COMMUNICATIONS, INC.

By: _____
Name:
Title:

YIPES COMMUNICATIONS GROUP, INC.

By: _____
Name:
Title:

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IN WITNESS WHEREOF, the parties have entered into this Technology Assignment Agreement as of the Effective Date above.

PURCHASERS:

PHX HOLDINGS, INC.


By: _____
Name:
Title:

PHX COMMUNICATIONS, INC.

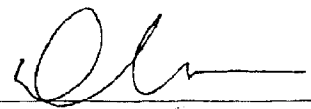
By: _____
Name:
Title:

SELLERS:

YIPES COMMUNICATIONS, INC.

By:  _____
Name: DENNIS MUSE
Title: CEO

YIPES COMMUNICATIONS GROUP, INC.

By:  _____
Name: DENNIS MUSE
Title: CEO

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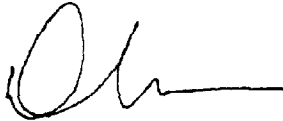
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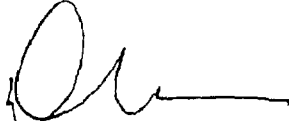
YIPES PROPERTIES, INC.

By: 
Name: DENNIS MUSE
Title: CEO

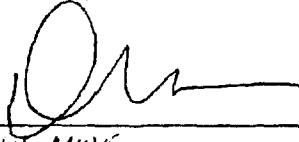
YIPES TRANSMISSION, INC.

By: 
Name: DENNIS MUSE
Title: CEO

YIPES TRANSMISSION VIRGINIA, INC.

By: 
Name: DENNIS MUSE
Title: CEO

YIPES WEB SERVICES, INC.

By: 
Name: DENNIS MUSE
Title: CEO

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