

10-17-2003



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OFFICE OF PUBLIC RECORDS

2003 OCT 15 AM 10:40

10-15-03

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

1. Name of conveying party(ies):

Hall New Venture Partners, LLC

- Individual(s)
- General Partnership
- Corporation - State of \_\_\_\_\_
- Other limited liability company

- 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: August 12, 2003

2. Name and address of receiving party(ies):

Name: Skywire Software, LLC

Internal Address: \_\_\_\_\_

Street Address: 2401 Internet Blvd., Suite 201

City: Frisco State Texas ZIP: 75034

- Individual(s) citizenship \_\_\_\_\_
- Association
- General Partnership
- Limited Partnership - \_\_\_\_\_
- Corporation-State of \_\_\_\_\_
- Other Texas limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes  No
- (Designation must be a separate document from Assignment)
- Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No(s).

75/899643

B. Trademark registration No(s).

Additional numbers attached?  Yes  No

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

Name: Stanley R. Moore

Jenkins & Gilchrist, a Professional Corporation

Internal Address: \_\_\_\_\_

Street Address: 1445 Ross Avenue, Suite 3200

10/16/2003 DBYRNE 00000115 75899643

FC:8521

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: One (-1-)

7. Total fee (37 CFR 3.41):

\$ 40.00

- Enclosed
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:

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

DO NOT USE THIS SPACE

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.

Stanley R. Moore

Name of Person Signing

Signature

Oct. 9, 2003

Date

Total number of pages comprising cover sheet: -1-

## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of the 12<sup>TH</sup> day of AUGUST, 2003, between Hall New Venture Partners, LLC ("Assignor") and Skywire Software, LLC ("Assignee").


**WHEREAS**, ASSIGNOR, Hall New Venture Partners, LLC, having a principal place of business at 2401 Internet Blvd., Suite 201, Frisco, Texas 75034, intends to use in its business the trademarks listed on Exhibit A attached to, and incorporated in, this Assignment; and

**WHEREAS**, ASSIGNEE, Skywire Software, LLC, a Texas limited liability company, having a principal place of business at 2401 Internet Blvd., Suite 201, Frisco, Texas 75034, is desirous of acquiring the trademarks, any associated trademark registrations and applications, any associated trademark registration(s) to issue thereof, and the goodwill of the business associated with the trademarks; and

**WHEREAS**, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate an assignment to ASSIGNEE of all rights in and to the trademarks, the associated trademark registrations and applications, the associated trademark registration(s) to issue thereof, and the goodwill of the business associated with the trademarks;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the ASSIGNOR does hereby assign unto the ASSIGNEE all rights, title and interest in and to the trademarks, the associated trademark registrations and applications, the associated trademark registration(s) to issue thereof, together with the goodwill of the business symbolized by the trademarks, the associated trademark applications and registrations, and the associated trademark registration(s) to issue thereof, as well as all right, title and interest to the trademarks.

**HALL NEW VENTURE PARTNERS, L.L.C.**

Signature:   
Name: MARK DEPKER  
Title: EXECUTIVE V.P.

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Trademark Assignment Between Hall New Venture Partners, L.L.C. and Skywire Software, LLC

DALLAS2 993701v1 51243-00005

**TRADEMARK**  
**REEL: 002845 FRAME: 0837**

On the 12 day of AUGUST, 2003, before us personally appeared Mark Depler (name), Executive V.P. (title) of Hall New Venture Partners, L.L.C., to us known and known to us to be the individual named in and who executed the foregoing assignment, and acknowledged that he/she read the foregoing assignment, that the statements contained therein are true, and executed the foregoing assignment in the capacity designated.

Martha Fryzel (WITNESS (1) SIGNATURE)      Martha Fryzel (PRINTED NAME)      2401 Internet Blvd. #201, Frisco, TX 75034 (ADDRESS)

[Signature] (WITNESS (2) SIGNATURE)      Patrick Brust (PRINTED NAME)      2401 Internet Blvd. #201, Frisco, TX 75034 (ADDRESS)

**EXHIBIT A**

**Mark**

**Serial/Reg. No.**

**Filing/Reg. Date**

SKYWIRE

76/899643

January 20, 2000

Trademark Assignment Between FormsTronics, Inc. and Diamond Security, Inc.

DALLAS2 993701v1 51243-00005

**RECORDED: 10/15/2003**

**TRADEMARK  
REEL: 002845 FRAME: 0839**