

12-07-2004



102896261

To the Honorable Commissioner of Patents

Send original documents or copy thereof.

11/03/04

1. Name of conveying part(ies):

Net to Net Technologies, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Delaware
- Other:

Additional name(s) of conveying party(ies) attached YES NO

2. Name and address of receiving party(ies)

Name: Paradyne Networks, Inc.

Street Address: 8545 125th Avenue North
Largo, FL 33773

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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: Bill of Sale

Execution Date: August 3, 2004

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

A. Trademark application No.(s)

B. Trademark Registration No.(s)

2,399,202
2,613,724

Additional numbers attached? YES NO

COMM-FINANCE
11-3 11 7:07

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

Scott A. Horstemeyer
Thomas, Kayden, Horstemeyer & Risley, L.L.P.
100 Galleria Parkway, Suite 1750
Atlanta, Georgia 30339

6. Total number of applications/registrations involved: [2]

7. Total fee (37 CFR 3.41) \$ 80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

16-0255
(Attach duplicate copy of this page if paying by Deposit Account)

12/06/2004 JML:ME 00000000 11/02/04 2399202

01 FC:AS21 48.00 BA
02 FC:AS22 25.00 BA

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.

Scott A. Horstemeyer

11/01/04
Date

Typed Name
Docket #: 61605-3840 & 3820

Signature
Total number of pages including cover sheet, attachments, and document: [5]

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office, P.O. Box 1450
Alexandria, VA 22313-1450

TRADEMARK
REEL: 003091 FRAME: 0870

BILL OF SALE

THIS BILL OF SALE is made and entered into this ____ day of _____, 2004 by and between PARADYNE NETWORKS, INC., a Delaware corporation (the "Buyer") and NET TO NET TECHNOLOGIES, INC., a Delaware corporation (the "Parent").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of July 24, 2004 by and among the Parent, the Seller, Net to Net Technologies Ltd, a private limited company organized and existing under the laws of England and Wales ("Limited"), Net to Net Technologies GmbH, a company organized and existing under the laws of Germany ("GmbH") and together with the Parent and Limited, the "Sellers"), the Buyer and for the limited purposes stated therein, certain stockholders of the Parent (the "Purchase Agreement"), the Sellers have agreed to sell to the Buyer and the Buyer has agreed to purchase from the Sellers, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of the Sellers' right, title and interest in and to the Transferred Assets owned by the Sellers as the same are described in the Purchase Agreement; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale and Assignment of Transferred Assets. Pursuant to and in accordance with the Purchase Agreement, the Parent hereby sells, conveys, assigns, transfers and delivers to the Buyer, all of its right, title and interest in, to and under the Transferred Assets, and the Buyer hereby purchases the Transferred Assets as the same are defined and described in the Purchase Agreement, except for certain Intellectual Property Rights of the Parent assigned by an Assignment of Patent Applications executed on the date hereof.

2. Parent's Undertaking. If subsequent to the Closing, any property that is part of the Transferred Assets comes into the possession of the Parent, the Parent shall deliver the same to the Buyer as soon as is reasonably practicable, at the Buyer's expense, and if such property is in the form of checks, drafts or other negotiable instruments, the Parent shall promptly endorse the same to the Buyer. The Parent agrees to execute and deliver or cause to be executed and delivered to the Buyer, at the Buyer's expense, such further instruments of transfer and conveyance and to take such other actions as the Buyer may reasonably request to carry out the transfer of the Transferred Assets conveyed herein to the Buyer.

3. The Purchase Agreement. Nothing contained in this Bill of Sale supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of the Sellers under the Purchase Agreement (all of which survive the execution and delivery of this Bill of Sale as provided and subject to the limitations set forth in the

Purchase Agreement). If any conflict exists between the terms of this Bill of Sale and the Purchase Agreement, then the terms of the Purchase Agreement shall govern and control.

4. Governing Law. This Bill of Sale shall be construed under the laws of the State of Delaware.

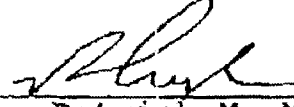
5. Modification. Neither this Bill of Sale nor any provision hereof may be changed, amended, waived, discharged, supplemented, or terminated orally, but only an agreement in writing signed by the party against which the enforcement of such change, amendment, waiver, discharge, supplement or termination is sought.

[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
the day and year first above written.

BUYER:

PARADYNE NETWORKS, INC.

By: 
Name: Patrick M. Murphy
Title: Senior Vice President
Chief Financial Officer
Secretary and Treasurer

PARENT:

NET TO NET TECHNOLOGIES,
INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
the day and year first above written.

BUYER:

PARADYNE NETWORKS, INC.

By: _____
Name: _____
Title: _____

PARENT:

NET TO NET TECHNOLOGIES,
INC.

By: *[Signature]*
Name: KENNETH J. LATIMER
Title: PRESIDENT + CEO