

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FINOVA Mezzanine Capital Inc.	FORMERLY Sirrom Capital Corporation	10/26/2001	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Goff Moore Strategic Partners, L.P.
Composed Of:	COMPOSED OF GMSP Operating Partners, L.P., its general partner COMPOSED OF GMSP, L.L.C., its general partner
Street Address:	500 W. Putnam Avenue
Internal Address:	4th Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1562020	OPENCONNECT
Registration Number:	1628037	OPENCONNECT
Registration Number:	1718746	OPENCONNECT SYSTEMS
Registration Number:	2027713	OPENUP
Registration Number:	2312734	OC://WEBCONNECT
Registration Number:	2352987	OC://WEBCONNECT PRO

CORRESPONDENCE DATA

Fax Number: (214)661-4899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214/953-6818
 Email: daltmdept@bakerbotts.com

CH \$165.00 1562020

Correspondent Name: Valerie Verret
Address Line 1: 2001 Ross Avenue, Suite 600
Address Line 2: Baker Botts L.L.P.
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	020758.0105
NAME OF SUBMITTER:	Valerie Verret
Signature:	/Valerie Verret/
Date:	04/04/2006

Total Attachments: 7

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ASSIGNMENT OF LOAN DOCUMENTS

This Assignment of Loan Documents ("**Assignment**") executed as of the 26th day of October, 2001, by and among FINOVA Mezzanine Capital Inc. ("**Assignor**"), a Tennessee corporation, Goff Moore Strategic Partners, L.P. ("**Assignee**"), a Delaware limited partnership, and OpenConnect Systems Incorporated ("**Borrower**"), a Texas corporation.

For valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the instruments described on Exhibit A attached hereto and incorporated herein by reference, the complete originals of which have been delivered to Assignee concurrently with the delivery hereof, and all amounts owing thereunder (the "**Loan Documents**").

Assignor, Assignee and Borrower further warrant and agree as follows:

1. Purchase Price. The purchase price to be paid by Assignee to Assignor is \$1,500,000.00, which sum shall be paid by wire transfer concurrently with the execution hereof.
2. Title of Assignor. Assignor warrants and represents that (a) Assignor is the sole lawful and beneficial owner of the Loan Documents and that the Loan Documents are transferred free and clear of any (i) mortgage, pledge, lien, security interest, charge, hypothecation, or other encumbrance, security agreement, security arrangement or adverse claim against title of any kind, (ii) purchase or option agreement or put arrangement, or (iii) agreement to create or effect any of the foregoing, and (b) the Loan Documents are not subject to any prior sale, transfer, assignment or participation by Assignor or any agreement to assign, convey, transfer or participate, in whole or in part.
3. Default. Assignee acknowledges that the obligations evidenced by the Loan Documents are presently in default.
4. No Reliance on Lender. Assignee has elected to acquire the Loan Documents based upon Assignee's own investigation. Assignee has in no respect relied upon any representation by Assignor as to the financial condition of Borrower or any guarantor or the obligations of Borrower or any guarantor under the Loan Documents, the effectiveness, perfection or priority of any security interests or lien granted therein, or any other matter that would reflect upon the creditworthiness of Borrower or any guarantor or the sufficiency, validity or value of the Loan Documents.
5. No Reliance on Borrower or Assignee. Assignor has elected to assign the Loan Documents upon Assignor's own investigation of Borrower. In connection with this Assignment, Assignor has in no respect relied upon any representation by Borrower or Assignee as to the financial condition of Borrower or any other matter that would reflect upon the creditworthiness of Borrower.
6. Accredited Investor. Assignee warrants and represents that Assignee is acquiring the Loan Documents for the purpose of investment and not with a view to the

approval of or the giving of notice to any person or entity except for those consents which have been duly obtained.

11. Capacity of Borrower. Borrower warrants that it is a duly organized Texas corporation in good standing under the laws of Texas. Borrower warrants that the execution of all necessary consents, resolutions, approvals or other documents has been duly performed so that the officer signing this Agreement and all related documents on behalf of Borrower is duly authorized to bind Assignor by his signature. Borrower warrants and represents that its execution, delivery, and performance of this Agreement does not require the consent or approval of or the giving of notice to any person or entity except for those consents which have been duly obtained.

12. Time. Time is of the essence of this Agreement and each provision of this Agreement.

13. Nonrecourse Assignment. **ASSIGNOR'S SALE AND ASSIGNMENT OF THE LOAN DOCUMENTS SHALL BE MADE WITHOUT RECOURSE AGAINST ASSIGNOR AND WITHOUT ANY WARRANTIES OR REPRESENTATION BY ASSIGNOR EXCEPT THE WARRANTIES SET FORTH IN SECTIONS 2, 5 and 10 ABOVE.**

14. Entire Agreement. This Assignment represents the entire agreement among Assignor, Borrower and Assignee with respect to the assignment of the Loan Documents and the Assigned Rights.

15. Assigns. The Assignment shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties hereto.

16. Attorneys Fees. In the event of litigation arising out of, or related to, this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to the relief granted, all costs and expenses including, without limitation, reasonable attorneys' fees and litigation expenses.

17. Applicable Law; Jurisdiction; Venue; Waiver of Jury Trial. The validity, construction and enforcement hereof shall be determined according to the laws of Tennessee applicable to contracts executed, delivered and performed entirely within that state. The parties hereto consent to the jurisdiction of state and federal courts sitting in Davidson County, Tennessee with respect to any proceeding arising from or related to this Assignment, and further agree that such courts shall have exclusive venue over any such proceeding. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND WITH BENEFIT OF COUNSEL WAIVE THE RIGHT TO DEMAND A JURY IN ANY PROCEEDING ARISING FROM OR RELATED TO THIS ASSIGNMENT.

18. Counterpart Execution. This Assignment may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This Assignment will not be binding on or constitute evidence of a contract

among the parties until such time as a counterpart of this Assignment has been executed by each party to this Assignment.

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EXECUTED the date first written above.

FINOVA MEZZANINE CAPITAL INC.,
Assignor

By: _____

Title: _____

OPENCONNECT SYSTEMS
INCORPORATED
Borrower


By: _____

Title: _____

GOFF MOORE STRATEGIC PARTNERS,
L.P.

By: GMSP Operating Partners, L.P., its
general partner

By: GMSP, L.L.C., its general partner
Assignee

By:  _____
J. Randall Chappel
Title: Principal _____

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EXECUTED the date first written above.

FINOVA MEZZANINE CAPITAL INC.,
Assignor

By: 

Title: VIC. PRESIDENT

OPENCONNECT SYSTEMS
INCORPORATED
Borrower


By: _____

Title: _____

GOFF MOORE STRATEGIC PARTNERS,
L.P.

By: GMSP Operating Partners, L.P., its
general partner

By: GMSP, L.L.C., its general partner
Assignee

By: 
J. Randall Chappel

Title: Principal

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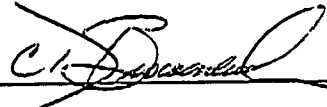
EXECUTED the date first written above.

FINOVA MEZZANINE CAPITAL INC.,
Assignor

By: _____

Title: _____

OPENCONNECT SYSTEMS
INCORPORATED
Borrower

By:  _____

Title: EVP _____

GOFF MOORE STRATEGIC PARTNERS,
L.P.

By: GMSP Operating Partners, L.P., its
general partner

By: GMSP, L.L.C., its general partner
Assignee

By: _____

Title: _____

Exhibit A

<i>TrademarkName</i>	<i>RegNumber</i>	<i>RegDate</i>
OC://WEBCONNECT	2312734	2/1/2000
OC://WEBCONNECT PRO	2352987	5/30/2000
OPENCONNECT	1562020	10/24/1989
OPENCONNECT	1628037	12/18/1990
OPENCONNECT SYSTEMS	1718746	9/22/1992
OPENUP	2027713	12/31/1996