

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Goff Moore Strategic Partners, L.P.		06/10/2003	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

Name:	OpenConnect Systems Incorporated
Street Address:	2711 LBJ Freeway
Internal Address:	Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75234
Entity Type:	CORPORATION: TEXAS

**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  
 Correspondent Name: Valerie Verret  
 Address Line 1: 2001 Ross Avenue, Suite 600

CH \$165.00 1562020

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: 4**  
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## EXCHANGE AGREEMENT

This EXCHANGE AGREEMENT (this "Agreement") is dated as of June 10, 2003 by and between OpenConnect Systems Incorporated, a Texas corporation (the "Company") and Goff Moore Strategic Partners, L.P., a Texas limited partnership ("Buyer").

WHEREAS, Buyer owns 2,000 shares (the "Existing Preferred Shares") of the Company's Preferred Stock (as hereinafter defined) and is the holder by assignment of that certain Secured Promissory Note, dated July 31, 1998, in the principal amount of Five Million Dollars (\$5,000,000) (the "Note"), all of the principal of which is currently outstanding;

WHEREAS, the Company desires to restructure (i) its obligations with respect to the principal and interest under the Note and (ii) its obligation, beginning on November 1, 2003, to redeem all or part of the Existing Preferred Shares upon the election of Buyer;

WHEREAS, the Company desires to make a cash payment with respect to outstanding principal under the Note and the Company and Buyer desire to terminate the Note;

WHEREAS, the Company desires to sell to Buyer, and Buyer desires to purchase, a warrant to purchase shares of the Company's Common Stock (as hereinafter defined) in exchange for a portion of the principal outstanding under the Note;

WHEREAS, Buyer desires to exercise a warrant to purchase Common Stock, the aggregate exercise price of which shall be reduced by the remaining principal outstanding under the Note; and

WHEREAS, the Company desires to amend the rights, privileges, preferences and restrictions of the Preferred Stock;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Company and Buyer hereby agree as follows:

### ARTICLE I.

#### TERMS OF THE TRANSACTION

##### 1.1 Note Payoff.

(a) On the Payoff Date (as defined below), the Company shall pay to Buyer Two Million Dollars (\$2,000,000) (the "Payoff Amount") with respect to outstanding principal under the Note by wire transfer of immediately available funds.

(b) Upon receipt by Buyer the Payoff Amount by wire transfer of immediately available funds no later than June 11, 2003 (the "Payoff Date"), all of the obligations under that certain Loan Agreement, dated July 31, 1998 (the "Credit Agreement"), shall be terminated and satisfied in full. Upon receipt of the Payoff Amount in accordance with the foregoing and satisfaction of the other conditions referred to in Sections 1.1, 6.1 and 6.2 of this Agreement, Buyer agrees to release, on and with effect from the Payoff Date, all of its security interests and liens created as security for the obligations under the Credit Agreement and further agrees that the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) shall be terminated as of such Payoff Date, provided that the obligations of the Company pursuant to Section 7.15 of the Credit Agreement shall survive the termination of the Credit Agreement and the Loan Documents.

(c) The Company shall remit the Payoff Amount by wire transfer of immediately available funds, for receipt no later than noon, Dallas, Texas time, on the Payoff Date as follows:

ABA No.:	021 000 021
Account No.:	066-109038
Account Name:	FBO Salomon Smith Barney
For further credit to:	Goff Moore Strategic Partners, L.P. Account No.: 104-91030-11393
Reference:	Note Payoff

## 1.2 New Warrant.

(a) On the date hereof and on the terms and conditions set forth in this Agreement, the Company shall sell and deliver to Buyer, and Buyer shall purchase and accept from the Company, a warrant to purchase Three Million (3,000,000) shares of Common Stock (the "New Warrant Shares") in substantially the form attached hereto as Exhibit A (the "New Warrant").

(b) In consideration of the sale of the New Warrant, Buyer shall pay to the Company a total of Two Hundred Seventy Thousand Dollars (\$270,000) which shall be paid in, and the New Warrant shall be issued in exchange for, Two Hundred Seventy Thousand Dollars (\$270,000) of the outstanding principal under the Note, prior to giving effect to the Payoff Amount.

1.3 Warrant Exercise. Buyer is the holder by assignment of that certain Common Stock Warrant, dated July 31, 1998 (the "Existing Warrant"), to purchase shares of the Company's Common Stock. Buyer and the Company hereby agree, and the Existing Warrant is hereby amended to provide, that the Existing Warrant shall represent the right of Buyer to purchase Five Hundred Seventy-Nine Thousand Six Hundred Fifty-One (579,651) shares of Common Stock (the "Existing Warrant Shares"). On the date hereof, Buyer shall exercise its rights pursuant to the Existing Warrant to purchase the Existing Warrant Shares in exchange for the aggregate exercise price of Five Thousand Seven Hundred Ninety-Seven Dollars (\$5,797). The aggregate exercise price payable by

Buyer to the Company for the Existing Warrant Shares shall be reduced by the amount of any remaining outstanding principal under the Note, prior to giving effect to the Payoff Amount, and after giving effect to the sale and issuance of the New Warrant.

1.4 Amendment of Terms of Preferred Stock. The Preferred Stock shall have the rights, preferences, privileges and restrictions set forth in the Articles of Amendment to the Company's Restated Articles of Incorporation in the form attached hereto as Exhibit B (the "Articles of Amendment").

## ARTICLE II.

### CLOSING

2.1 Closing. The Closing shall take place at the offices of Thompson & Knight L.L.P., 1700 Pacific Avenue, Suite 3300, Dallas, Texas. At the Closing and as a condition to the Closing, Company shall (i) pay to Buyer the Payoff Amount specified in Section 1.5 of this Agreement, (ii) deliver the New Warrant and (iii) deliver to Buyer a certificate or certificates representing the Existing Warrant Shares. All Closing transactions shall be deemed to have occurred simultaneously.

## ARTICLE III.

### REPRESENTATIONS AND WARRANTIES OF THE COMPANY


The Company represents and warrants to Buyer that:

3.1 Corporate Organization. The Company is a corporation duly organized, validly existing, and in good standing under the laws of Texas and has all requisite corporate power and corporate authority to own, lease, and operate its properties and to carry on its business as now being conducted. No actions or proceedings to dissolve the Company are pending or, to the best knowledge of the Company, threatened.

3.2 Authority Relative to This Agreement. The Company has full power and authority to execute, deliver, and perform this Agreement, the Articles of Amendment and the Ancillary Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery, and performance by the Company of this Agreement, the Articles of Amendment and the Ancillary Documents to which it is a party, and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action. This Agreement has been duly executed and delivered by the Company and constitutes, and each Ancillary Document executed or to be executed by it has been, or when executed will be, duly executed and delivered by the Company and constitutes, or when executed and delivered will constitute, valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except that such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights generally and (ii) equitable principles which may

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.


OPENCONNECT SYSTEMS INCORPORATED

By:   
\_\_\_\_\_  
Charles D. Brockenbush  
Chief Financial Officer

GOFF MOORE STRATEGIC PARTNERS, L.P.

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

By: GMSP, L.L.C.

By:   
\_\_\_\_\_  
Hugh M. Balloch  
Principal