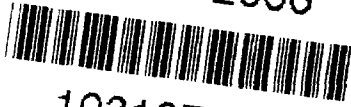


2-21-06

03-01-2006



103187538

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings $\rightarrow \rightarrow \rightarrow$

To the Honorable Commissioner of Patents and Trademarks: Please refer to _____ and original documents or copy thereof.

1. Name of conveying party(ies):
Qualitek Services, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other California

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 06/07/05

2. Name and address of receiving party(ies)
Name: InterMetro Communications, Inc.
Internal Address: _____
Street Address: 2685 Park Center Drive, Bldg A
City: Simi Valley State: CA Zip: 93065

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/108,237

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,837,463, and
continued on next page

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Daniel M. Cislo, Esq.
Internal Address: Cislo & Thomas LLP
Street Address: 233 Wilshire Boulevard, Suite 900
City: Santa Monica State: CA Zip: 90401-1211

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
03-2030

9. Signature.
Kelly W. Cunningham, Esq.
Name of Person Signing

Kelly W. Cunningham
Signature

2-17-06
Date

DO NOT USE THIS SPACE

62/28/2006 LUMELLER 00000185 032030 78108237

81 FC:8521
82 FC:8522

48.00 DA
175.00 DA

Total number of pages including cover sheet, attachments, and document: 21



Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

02-21-2006

U.S. Patent & TMO/FC/TM Mail Rcpt Dt. #11

TRADEMARK
REEL: 003306 FRAME: 0878

ADDITIONAL U.S. FEDERAL TRADEMARK REGISTRATIONS

2,627,685

2,892,209

2,902,533

2,908,635

2,918,980

2,648,524

ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of SANTA CLARA } ss.

On 6/14/05 before me, SINCLAIR SERRANO
(DATE) (NOTARY)
personally appeared W. H. MANSY
SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sinclair Serrano
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
CEO
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Notice of Assignment
TITLE OR TYPE OF DOCUMENT
6
NUMBER OF PAGES
6/7/05
DATE OF DOCUMENT
OTHER _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
QUALITEK SERVICES, INC.

RIGHT THUMBPRINT
OF
SIGNER

ORIGINAL

1 Mark S. Horoupian (SBN 175373)
2 Richard J. Ruzsat (SBN 220432)
3 **SulmeyerKupetz**
4 A Professional Corporation
5 333 South Hope Street, Thirty-Fifth Floor
6 Los Angeles, California 90071-1406
7 Telephone: 213.626.2311
8 Facsimile: 213.626.4520
9 Attorneys for John M. Wolfe, Chapter 7 Trustee

U.S. BANKRUPTCY COURT
FILED
JUN - 8 2005
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
Deputy Clerk

ENTERED
JUN - 8 2005
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
Deputy Clerk

RECEIVED
JUN 7 2005
U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
Deputy Clerk

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
(SANTA ANA DIVISION)

12 In re) CASE NO. SA 04-15651-JR
13 CALLIPSO CORPORATION,) Chapter 7
14 Debtor.)
15) ORDER GRANTING MOTION FOR ORDER
16) AUTHORIZING SALE OF PERSONAL
17) PROPERTY FREE AND CLEAR OF LIENS,
18) CLAIMS AND INTERESTS
19)
20) DATE: June 7, 2005
21) TIME: 2:30 p.m.
22) PLACE: Courtroom 5A
411 West Fourth Street
Santa Ana, CA 92701-4593

23 A hearing was held on June 7, 2005, at 2:30 p.m., before the
24 Honorable John E. Ryan, United States Bankruptcy Judge for the
25 Central District of California, in Courtroom 5A, located at 411 West
26 Fourth Street, Santa Ana, CA 92701-4593, to consider the motion
27 ("Motion") filed by John M. Wolfe, Chapter 7 Trustee ("Trustee") of
28

SCA
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SA

1 the estate of Callipso Corporation, Chapter 7 debtor herein (the
2 "Debtor"), for an order for an order authorizing sale "as is" of
3 certain personal property identified in the Motion free and clear of
4 liens, claims and interests. Appearances were as set forth on the
5 Court's record.
6

7 This Court, having considered the Motion, all pleadings and
8 documents filed in support of the Motion, the opposition of Dallas
9 County, the entire record of this case, statements, representations
10 and arguments of counsel made at the hearing on the Motion, proper
11 notice of the Motion and the hearing on the Motion having been
12 provided, and good cause appearing therefore,
13

14 **IT IS HEREBY ORDERED** as follows:

15 1. The Motion is granted as set forth herein;

16 2. Subject to the provisions hereof, the terms, conditions,
17 and transactions contemplated by the Asset Purchase Agreement (the
18 "Agreement") executed by the Trustee, Qualitek Services, Inc.
19 ("Qualitek") and GE Capital Corporation ("GE"), the primary secured
20 creditor herein, attached hereto as Exhibit "1", are hereby
21 approved, and the Trustee is authorized under 11 U.S.C. § 363(b),
22 (c), (f) and (m) to sell the Acquired Assets, as this term is
23 defined in the Agreement, free and clear of all liens, claims,
24 encumbrances and interests to Qualitek on the terms and conditions
25 provided in the Agreement, subject to the following modification:
26

27 a. Section 2.2 of the Agreement is hereby replaced with
28 the following:

1 The Purchase Price. In consideration for its
2 purchase of the Acquired Assets, at the Closing,
3 Buyer shall pay to the Trustee cash in the amount
4 of \$170,000 (one hundred seventy thousand
5 dollars), including the Deposit paid to the
6 Trustee by Buyer prior to the Closing in
7 accordance with Section 2.1 above.

8 3. At the Closing, and as a condition of the approval of the
9 sale of the Acquired Assets, at Closing, Qualitek or an entity(ies)
10 designated by Qualitek to be the actual buyer(s) (hereinafter the
11 "Actual Buyer") shall be required and obligated, and shall:

12 a. Pay to Dallas County the sum of \$5,000.00;

13 b. Pay to FiberNet Telecom Group, Inc. ("FiberNet") the
14 sum of \$25,000; and

15 c. Pay to Carlyle One Wilshire II, L.P. the sum of
16 \$10,000.

17 4. Actual Buyer shall cooperate with the respective co-
18 lessors and other parties in interest, including, without
19 limitation, complying with all rules, regulations and procedures of
20 the respective facilities, and indemnifying such parties in
21 interest for any and all damages caused by Actual Buyer or its
22 agents, in connection with Actual Buyer's efforts to take
23 possession, custody and control of the Acquired Assets;

24 5. In accordance with the terms of the Agreement, and
25 subject to the provisions of this Order, Actual Buyer shall have
26 the right to present a copy of this Order to any third party as
27 evidence of Actual Buyer's absolute right to take possession of the
28 Acquired Assets through and including the Removal Deadline, as that

1 term is defined in the Agreement, without any interference from, or
2 assertions of, right of offset or to any payment from third parties
3 who may be in possession, custody or control of any and all
4 Acquired Assets;

5
6 6. The Debtor's bankruptcy estate is not liable for any
7 obligations to co-location lessors from and after the date of
8 rejection of the co-location leases and executory contracts;

9
10 7. Effective as of the Closing, Actual Buyer and GE each
11 hereby release and discharge FiberNet and its affiliates, employees
12 and agents (the "FiberNet Parties") of and from all debts, demands,
13 claims, causes of action, obligations, covenants, promises, damages
14 and liabilities whatsoever, which GE and/or Actual Buyer had, now
15 has or may ever have, whether directly or indirectly, known or
16 unknown, against the FiberNet Parties in any way related to or
17 arising under, out of or in connection with the Acquired Assets;

18
19 8. Those certain items described in the objection to the
20 Motion filed by C & C Power, Inc. are hereby excluded from the sale
21 and the definition of Acquired Assets;

22
23 9. Trustee is hereby authorized, empowered, and directed to
24 (a) perform under, consummate, and implement the Agreement,
25 including without limitation, the disbursement at Closing of
26 \$150,000 to GE, (b) execute all additional instruments and
27 documents that may be reasonably necessary or desirable to
28 implement the Agreement and the transactions contemplated thereby,
including without limitation a bill of sale and assignment of

1 interest, (c) take all further actions as may be necessary or
2 appropriate for the purposes of assigning, transferring, granting
3 or conveying the Acquired Assets as contemplated by the Agreement,
4 and (d) take such other and further steps as are contemplated by
5 the Agreement or reasonably required to fulfill Trustee's
6 obligations under the Agreement;

7
8 10. The sale of the Acquired Assets shall be free and clear
9 of the ownership interests of the Debtor, its bankruptcy estate,
10 the Trustee and their predecessors and successors in interest, the
11 claims or interests asserted by any person or entity, or their
12 respective predecessors and successors in interest against the
13 Debtor's estate;

14
15 11. This Court shall and hereby does retain jurisdiction to
16 (a) enforce and implement the provisions of the Agreement; (b)
17 compel delivery and payment of the consideration provided for under
18 the Agreement; (c) resolve any disputes, controversies or claims
19 arising out of or relating to the Agreement; and (d) interpret,
20 implement, and enforce the provisions of this Order;

21
22 12. Pursuant to 11 U.S.C. § 363(m), absent a stay of this
23 Order pending appeal, the reversal or modification on appeal of
24 this Order, or any provisions thereof, shall not affect the
25 validity of the sale transaction approved hereby which is
26 consummated prior to such stay, reversal or modification on appeal;

27
28 13. The validity of the sale approval hereby shall not be
affected by the appointment of a subsequent trustee, the dismissal

1 of this case, or its conversion to another chapter under Title 11
2 of the United States Code;

3 14. Upon consummation of the sale transaction contemplated by
4 the Agreement, Actual Buyer will be a buyer in "good faith" within
5 the meaning of 11 U.S.C. § 363(m);
6

7 15. Subject to the approval of the Agreement, as modified by
8 this Order, any and all other rights of creditors and parties in
9 interest shall survive the Closing of the sale Contemplated by the
10 Agreement and this Order.

11 *16. The 10-day stay per Rule 6004(a) is hereby waived.*

12 Dated: _____
13 JUN - 8 2005

14 _____
15 THE HONORABLE JOHN E. RYAN
16 UNITED STATES BANKRUPTCY JUDGE
17 *approved*

14 AGREED:
15 GE CAPITAL CORPORATION
16 By: _____
17 RAGAN L. POWERS
18 DAVIS WRIGHT TREMAINE
19 Attorneys for GE Capital
20 Corporation

DALLAS COUNTY
By: _____
BETH WELLER
LINEBARGER GOGGAN BLAIR
& SAMPSON, LLP
Attorneys for Dallas County

CARLYLE ONE WILSHIRE II, L.P.
By: _____
DAVID M. COHEN
ENID M. COLSON
LINER YANKELEVITZ SUNSHINE
& REGENSTREIF LLP
Attorneys for Carlyle One
Wilshire II, L.P.

FIBERNET TELECOM GROUP, INC.
By: _____
MICHAEL L. SCHEIN
MINTZ, LEVIN, COHEN,
FERRIS, GLOVSKY & POPEO, P.C.
Attorneys for FiberNet Telecom
Group, Inc.

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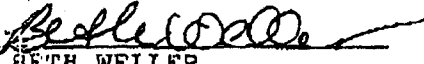
Dated: _____

THE HONORABLE JOHN E. RYAN
UNITED STATES BANKRUPTCY JUDGE

AGREED:
GE CAPITAL CORPORATION

DALLAS COUNTY

By: _____
RAGAN L. POWERS
DAVIS WRIGHT TREMAYNE
Attorneys for GE Capital Corporation

By: 
BETH WELLER
LINEBARGER GOGGAN BLAIR
& SAMPSON, LLP
Attorneys for Dallas County

CARLYLE ONE WILSHIRE II, L.P.

FIBERNET TELECOM GROUP, INC.

By: _____
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Attorneys for Carlyle One
Wilshire II, L.P.

By: _____
MICHAEL L. SCHEIN
MINTZ, LEVIN, COHEN,
FERRIS, GLOVSKY & POPEO, P.C.
Attorneys for fiberNet Telecom
Group, Inc.

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11
12 Dated: _____

THE HONORABLE JOHN E. RYAN
UNITED STATES BANKRUPTCY JUDGE

13
14 AGREED:
15 GE CAPITAL CORPORATION

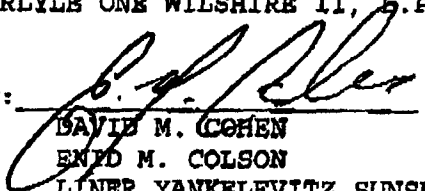
DALLAS COUNTY

16
17 By: _____
RAGAN L. POWERS
DAVIS WRIGHT TREMAINE
Attorneys for GE Capital
Corporation

By: _____
BETH WELER
LINEBARGER GOGGAN BLAIR
& SAMPSON, LLP
Attorneys for Dallas County

18
19 CARLYLE ONE WILSHIRE II, L.P.

FIBERNET TELECOM GROUP, INC.

20
21 By:  _____
DAVID M. COHEN
ENID M. COLSON
LINER YANKELEVITZ SUNSHINE
& REGENSTREIF LLP
Attorneys for Carlyle One
Wilshire II, L.P.

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MICHAEL L. SCHEIN
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12 Dated: _____

THE HONORABLE JOHN E. RYAN
UNITED STATES BANKRUPTCY JUDGE

13
14 AGREED:
15 GE CAPITAL CORPORATION

DALLAS COUNTY

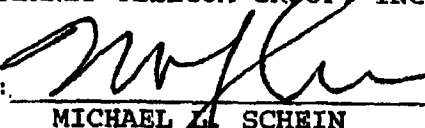
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19 Attorneys for GE Capital
20 Corporation

By: _____
BETH WELLER
LINEBARGER GOGGAN BLAIR
& SAMPSON, LLP
Attorneys for Dallas County

CARLYLE ONE WILSHIRE II, L.P.

FIBERNET TELECOM GROUP, INC.

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22 DAVID M. COHEN
23 ENID M. COLSON
24 LINER YANKELEVITZ SUNSHINE
& REGENSTREIF LLP
Attorneys for Carlyle One
Wilshire II, L.P.

By: 
MICHAEL L. SCHEIN
MINTZ, LEVIN, COHEN,
FERRIS, GLOVSKY & POPEO, P.C.
Attorneys for FiberNet Telecom
Group, Inc.

1 QUALITEK SERVICES, INC.

2
3 By: 

4 DAVID B. GOLOBCHIK
5 LEVENE, NEALE, BENDER,
6 RANKIN & BRILL L.L.P.
7 Attorneys for Qualitek Services, Inc.
8
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DAVID B. GOLUBCHIK (SBN 185520)
LEVENE, NEALE, BENDER & RANKIN L.L.P.
1801 Avenue of the Stars, Suite 1120
Los Angeles, CA 90067
(310) 229-1234

Attorney for: Qualitek Services, Inc.

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re:
CALLIPSO CORPORATION

Debtor,

CHAPTER 11 CASE NUMBER
SA 04-15651 JR

**NOTICE OF ENTRY JUDGMENT OR ORDER
AND CERTIFICATE OF MAILING**

TO ALL PARTIES IN INTEREST ON THE ATTACHED SERVICE LIST:

1. You are hereby notified, pursuant to Local Bankruptcy Rule 9021-1(1)(a)(v), that a judgment or order entitled (*specify*):
entered on (*specify date*):

JUN 08 2005

**ORDER GRANTING MOTION FOR ORDER AUTHROZING SALE OF PERSONAL PROPERTY FREE AND CLEAR
OF LIENS, CLAIMS AND INTERESTS**

2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment of the persons and entities on
the following parties on (*specify date*):

JUN 08 2005

David B. Golubchik
Levene, Neale, Bender, Rankin & Brill
1801 Avenue of the Stars, Suite 1120
Los Angeles, CA 90067

Counsel for John M. Wolfe, Chapter 7 Trustee
Mark S. Horoupian
Richard J. Ruszat
SulmeyerKupetz
333 South Hope Street, 35th Fl.
Los Angeles, CA 90071

Dated: **JUN 08 2005**

JON D. CERETTO
Clerk of the Bankruptcy Court

by: 
Deputy Clerk

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California

EXHIBIT A

Per the terms of this Agreement, the Buyer will acquire from Qualitek at Closing all "Equipment" described below plus all intangible assets, including all intellectual property, copyrights, trademarks, patents in any state of documentation, certification, recording or filing, acquired by Qualitek from the bankruptcy estate of Callipso Corporation (whether or not specifically listed herein), including, without limitation, the following:

EQUIPMENT

1. All office equipment including, but not limited to: computers, copiers, faxes, furniture, chairs, boards, lights, and fixtures.

PATENTS

1. An Application for Letters Patent to the United States Patent and Trademark Office entitled "Method and System for Transporting Voice, Data, and Video Telephony" application No. 09/589,258 filed June 7, 2000, regarding a packet switched fiber optic private network for the purpose of transporting voice, data, and video telephony using the Internet Protocol, referred to as VoIP, and more particularly to a unique method and system for transporting voice, data, and video telephony that optimizes traffic across the private network that results in high speed, inexpensive, and reliable voice, data, and video traffic. A international patent application based on the above United States application and having the same title was filed on June 7, 2001 and has been assigned international application No. PCT/US01/18459.
2. A provisional patent application entitled "System and Method for Integrating Voice Over Internet Protocol with Personal Computing Devices" was filed on August 6, 2001 and has been assigned application No. 60/309,918, regarding integrating VoIP technology in personal computing devices. A utility patent application claiming priority to the provisional was filed on August 5, 2002, application No. 10/212,330.
3. A provisional patent application entitled "System and Method for Enhanced Origination Services for Toll-Free Telephone Calls" was filed on April 22, 2002 and has been assigned application No. 60/374,628 regarding a method for routing toll fee telephone calls. A utility patent application claiming priority of the provisional was filed on April 16, 2003, application No. 10/420,673.

TRADEMARKS

1. United States Trademark Registration No. 1,837,463, issued by the United States Patent and Trademark Office on May 24, 1994, covering the trademark "SPEAK EASY TALK IS CHEAP." All rights to this trademark were assigned to Callipso pursuant to that certain Agreement, dated April 1, 2000, by and between Callipso and Chillicothe Long Distance Company, an Ohio corporation.
2. United States Serial Trademark Registration No. 2,648,524 in International Class 38 issued by the United States Patent and Trademark Office on November 12, 2002, covering the

trademark "ONE COMPANY, ONE NETWORK, ONE SOLUTION."
3. United States Serial Trademark Registration No. 2,627,685 in International Class 42 issued by the United States Patent and Trademark Office on October 1, 2002, covering the trademark "ONE COMPANY, ONE NETWORK, ONE SOLUTION."
4. Community Trademark Registration No. 000977181, issued by the European Trademark Office on April 10, 2000, for the trademark "CNM Network and Design."
5. United States Serial No. 76/103,018, application filed with the United States Patent and Trademark Office on August 4, 2000 for the trademark "TALK IS CHEAP."
6. United States Serial No. 76/294,729, application filed with the United States Patent and Trademark Office on August 2, 2001 for the trademark "CLICK TO CONFERENCE."
7. United States Serial No. 76/294,731, application filed with the United States Patent and Trademark Office on August 2, 2001 for the trademark "CLICK TO RING."
8. United States Serial No. 76/294,733, application filed with the United States Patent and Trademark Office on August 2, 2001 for the trademark "PASSPORTABLE TELEPHONY."
9. United States Serial No. 76/210,702, application filed with the United States Patent and Trademark Office on January 19, 2001 in international class 9 for the trademark "QUICKPIN."
10. United States Serial No. 76/294,730, application filed with the United States Patent and Trademark Office on August 2, 2001 for the trademark "VIRTUAL OPERATOR."
11. United States Serial No. 76/294,732, application filed with the United States Patent and Trademark Office on August 2, 2001 for the trademark "VIRTUAL SECRETARY."
12. United States Serial No. 78/108,237, application filed with the United States Patent and Trademark Office on February 12, 2002 for the trademark "EOS."
13. United States Serial No. 78/108,228, application filed with the United States Patent and Trademark Office on February 12, 2002 for the trademark "ENHANCED ORIGINATION SERVICES."
14. United States Serial No. 78/326,343, application in International Class 42 filed with the

United States Patent and Trademark Office on November 11, 2003 for the trademark "CALLIPSO."

15. United States Serial No. 78/323,003, application in International Class 38 filed with the United States Patent and Trademark Office on November 4, 2003 for the trademark "CALLIPSO."

16. United States Serial No. 78/323,042, application in International Class 38 filed with the United States Patent and Trademark Office on November 4, 2003 for the trademark "CALLIPSO.ENHANCED IP SERVICES" & Design.

17. United States Serial No. 78/326,336, application in International Class 42 filed with the United States Patent and Trademark Office on November 11, 2003 for the trademark "CALLIPSO.ENHANCED IP SERVICES" & Design.

18. United States Serial No. 78/326,325, application in International Class 42 filed with the United States Patent and Trademark Office on November 11, 2003 for the Callipso star design.

19. United States Serial No. 78/326,305, application in International Class 38 filed with the United States Patent and Trademark Office for the Callipso star design.

20. United States Serial No. 78/323,712, application in International Class 38 filed with the United States Patent and Trademark Office on November 5, 2003 for the trademark "ZEROCENTS."

21. The consent to use and register the marks CALIPSO AND CALLIPSO from the owner of the intent-to-use application for the mark CALYPSO in international class 9 and class 38.

COPYRIGHTS

1. Form VA application filed with the United States Copyright Office on or about March 15, 2003 for the Callipso Palm Leaf logo design.

DOMAINS

1. All rights, titles and interests in the domain names: Calypsonetwork.com, calypnet.com, calypso-network.com, calypso-networks.biz, calypso-networks.net, calypsonetworks.biz, calypsonetworks.com, and calypsonetworks.net.

2. All rights, titles and interests in the domain names: cnmnetwork.com, cnmnetwork.net, cnmine.com
3. All rights, titles and interests in the domain names: xpressconferencer.com and xpressconferencer.net
4. All rights, titles and interests in the domain names: procaller.com
5. All rights, titles and interests in the domain names: proconferencer.com and proconferencer.net
<u>OTHER INTELLECTUAL PROPERTY</u>
1. API that control the Lucent Multi-Voice Access Manager ("MVAM").
2. Keymaster API that controls call processing and routing.
3. TIMI API and software.
4. All conferencing APIs and platforms
5. All prepaid calling card APIs and platforms.
6. All prepaid long distance dialer APIs and platforms.
7. All network, call processing, and call flow documentation.



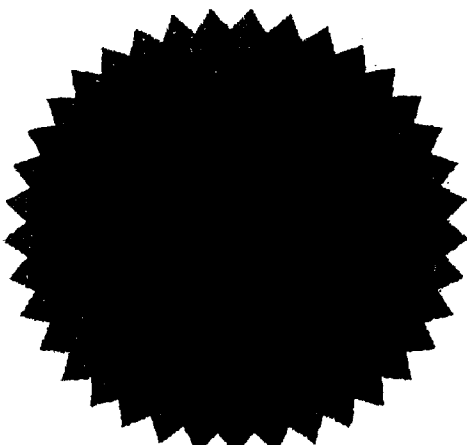
SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 30 2003



Kevin Shelley
Secretary of State

**CERTIFICATE OF AMENDMENT
OF
EIGHTH AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
CNM NETWORK, INC.**

The undersigned certify that:

1. Deborah L. Lenart and Mark A. Chudzinski are the president and secretary respectively of CNM Network, Inc., a California corporation (the "Corporation").
2. Article One of the Eighth Amended and Restated Articles of Incorporation of the Corporation is amended to read as follows:

"The name of the corporation is CALLIPSO CORPORATION (the "Corporation")."
3. The foregoing amendment of the Eighth Amended and Restated Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment to the Eighth Amended and Restated Articles of Incorporation has been duly approved by the required vote of the shareholders in accordance with California Corporations Code Sections 902 and 903. The total number of outstanding shares of each class of capital stock entitled to vote with respect to these Eighth Amended and Restated Articles of Incorporation of the Corporation is 54,137,665 shares of Common Stock and 945,478,683 shares of Series A Preferred Stock. The number of shares voting in favor of these Eighth Amended and Restated Articles of Incorporation equaled or exceeded the vote required. The percentage vote required was more than fifty percent (50%) of the outstanding shares of capital stock of the Corporation (with the holders of Common Stock and Series A Preferred Stock voting together on an as-if-converted basis).

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate of Amendment are true and correct of our own knowledge.


Dated: December 11, 2003

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

DEC 12 2003

KEVIN SHELLEY
Secretary of State


Deborah L. Lenart
President



Mark A. Chudzinski
Secretary



NOTICE OF ASSIGNMENT

Qualitek Services, Inc. ("Qualitek") certifies that as of June 7, 2005, Qualitek caused to be sold and assigned to InterMetro Communications, Inc. ("Buyer") those certain Assets, as such term is defined in the Asset Purchase Agreement, dated as of June 7, 2005 (the "Agreement"), and further described in Exhibit "A" hereto, between, among others, Qualitek and Buyer, including all rights, title and interest therein and thereto owned or held by Qualitek, free and clear of any and all liens, claims, interests or encumbrances of any kind or of any nature.

QUALITEK SERVICES, INC.


By: W. H. MANBY
Its: CEO