

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jetstream Communications, Inc.		05/20/2002	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Paradyne Networks, Inc.		
Street Address:	8545 126th Avenue North		
City:	Largo		
State/Country:	FLORIDA		
Postal Code:	33773		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2134834	JETSTREAM	
Registration Number:	2608999	JETSTREAM	
CORRESPONDENCE DATA			
Fax Number:	(770)951-0933		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	770/933-9500		
Email:	coco.bailey@tkhr.com		
Correspondent Name:	Thomas, Kayden, Horstemeyer &Risley, LLP		
Address Line 1:	100 Galleria Parkway, NW		
Address Line 2:	Suite 1750		
Address Line 4:	Atlanta, GEORGIA 30339-5948		
ATTORNEY DOCKET NUMBER:	51004-3020 AND 3010		
NAME OF SUBMITTER:	Scott A. Horstemeyer		
Signature:	/sah/		

CH \$65.00 2134834

Date:

09/26/2006

Total Attachments: 31

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Paradyne Networks, Inc.
8545 126th Avenue North
Largo, Florida 33773

May 9, 2002

Seth Taube
T3 Group LLC
440 Locust St.
San Francisco, CA 94118

Re: Offer by Paradyne Networks, Inc. to acquire Jetstream Communications, Inc. physical and intellectual assets related to support, maintenance, sale, and future development of the Jetstream product line.

Dear Mr. Taube,

This letter agreement sets forth the terms upon which Paradyne Networks, Inc. ("Paradyne") will purchase all right, title and interest of Jetstream Communications, Inc. ("Jetstream") to certain assets. For purposes of this letter, "Assets" shall mean the inventory, intellectual property, licenses, and lab and test equipment described below. All Assets shall be transferred to Paradyne free and clear of any liabilities and obligations.

1. Assets

The Assets consist of the following:

Inventory - All of Jetstream's inventory of work in process, samples, finished goods, raw materials and supplies, wherever located, including, but not limited to, any such items that are located at Jabil Circuit, Inc. or any other contract manufacturer and that were acquired by such contract manufacturer for the purpose of fulfilling obligations to Jetstream, including, but not limited to inventory listed in Appendix A.

Intellectual Property - all intellectual property owned by Jetstream, including, but not limited to, the items in Appendix B. For purposes of this letter, "Intellectual Property" includes, but is not limited to, (a) patents, patent applications, patent disclosures, and improvements thereto, (b) trademarks, service marks, trade dress, logos, trade names and corporate names and registrations and applications for registration thereof, (c) copyrights and registrations and applications for registration thereof, (d) mask works and registration and applications for registration thereof, (e) trade secrets and confidential business

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information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information), (f) other proprietary rights, (g) copies and tangible embodiments thereof (in whatever form or medium) and (h) lists of customers, and suppliers, and records with respect to pricing, volume, payment history, and cost.

Assignment of Licenses - all rights of Jetstream in and to all license agreements, including, but not limited to, the license agreements listed in Appendix C. To the extent that the consent or approval of any other person is required to assign any such rights, Jetstream agrees to provide reasonable assistance to Paradyne to obtain such consent or approval.

Lab and Test Equipment - all Lab and Test Equipment, including, but not limited to, the equipment listed in Appendix D, which items amount to approximately \$1.46M of the total cost value of the items in the Lab and Test Equipment Category. Included is all custom manufacturing and test equipment and software used in the manufacturing and testing of Jetstream's products whether at Jetstream, Jabil Circuits, Inc., or other contract manufacturer(s). These items include, for example, but are not limited to custom circuit card surface mount fixtures and screens, custom plastic molds, custom wave solder fixtures, custom in-circuit test heads and test programs, and custom down-line-load, functional, and system test fixtures and software. Also included is all custom manufacturing and test equipment owned by Jetstream at Jetstream's suppliers or owned by Jetstream at Jabil Circuits' suppliers for the manufacture of raw material parts used in the manufacture of Jetstream products.

2. **Excluded Assets**

Paradyne shall not purchase Jetstream's (i) cash and cash equivalents on hand or in banks; (ii) accounts receivable; (iii) prepaid expenses; (iv) the corporate records of Jetstream, including, without limitation, the minute books, stock ledgers, and tax returns; (v) any of Jetstream's causes of action, judgments, claims and demands of whatever kind; (vi) any federal, state, and local income tax refunds or claims related to the operations of Jetstream; or (vii) unless otherwise agreed by Paradyne and Jetstream capital equipment not included in Lab and Test Equipment.

3. **All Liabilities Excluded**

Paradyne will have no responsibility for, and Jetstream agrees to indemnify and hold Paradyne harmless from, any liabilities and obligations of Jetstream of any nature whatsoever, whether now existing or hereafter arising, and whether known or unknown to Paradyne or Jetstream.

4. Purchase Price

Subject to Paragraph 6, the Purchase Price for the Assets shall be Three Million Dollars (\$3,000,000). Jetstream will pay any sales or transfer tax assessed on the sale and all freight and insurance costs associated with delivery of the Assets to Paradyne.

5. Terms of Payment

Within one full business day after receiving a copy of this letter executed by Jetstream, Paradyne will wire transfer the sum of Six Hundred Thousand Dollars (\$600,000) to the Jetstream account designated below. As of March 31, 2002, Paradyne had approximately \$50.8 million in unrestricted cash or cash equivalents. Paradyne is a reporting company and its most recent financial statements may be viewed on the Securities and Exchange Commission's website: www.sec.gov.

Paradyne will pay the balance of Two Million Four Hundred Thousand Dollars (\$2,400,000) by wire transfer to the designated account within one full business day after it has received all of the following items, but in no event prior to expiration of the Inspection Period described below:

- (i) A Bill of Sale in a form reasonably acceptable to Paradyne, and other instruments of conveyance reasonably requested by Paradyne, duly executed by Jetstream;
- (ii) Assignments of all Intellectual Property in a form reasonably requested by Paradyne;
- (iii) Appropriate releases or termination statements for any security interest in the Assets;
- (iv) A certificate of an authorized officer of Jetstream, certifying a copy of the resolutions of Jetstream's Board of Directors and its shareholders which authorize the execution, delivery and performance of this agreement as having been duly adopted and as being in full force and effect on the closing date; and
- (v) All other items or documents reasonably requested by Paradyne or Paradyne's counsel.

From the date of this letter, until the Purchase Price has been paid in full and Paradyne has relocated the Assets, Jetstream will segregate the Assets in a single secure location within the Jetstream facilities. For a period of not more than seven days after receipt of a signed copy of this letter by Paradyne, Jetstream will make appropriate engineering, operating, and manufacturing personnel available to Paradyne to assist it in identifying and moving the goods to the secured area within the Jetstream facility. Additionally, Jetstream will make available appropriate manufacturing and manufacturing test personnel to assist in the transfer of necessary manufacturing processes, equipment, tests, software, and data at Jetstream and Tabil Circuits, Inc. to Paradyne. Jetstream will provide Paradyne and its representatives with unrestricted access to the Assets and will prohibit access to the Assets by any other person.

Paradyne shall have a period of not less than five business days after delivery of the Assets as described in the preceding paragraph during which to inspect the Assets for the purpose of ascertaining their quality and confirm the quantities. Upon completion of such inspection, Paradyne will provide Jetstream with its determination as to the true-up amount.

6. True-up of Purchase Price

Paradyne has determined the Purchase Price based upon the representation of Jetstream and its representatives that the information provided to Paradyne accurately portrays the Assets. The portion of the Purchase Price payable pursuant to Paragraph 5 will be subject to true-up to take into account any shortfall in quantity, quality, or other defect in the Assets as reasonably determined by Paradyne.

7. Customer Notification

Within twenty-four hours after acceptance of this letter by Jetstream, Paradyne and Jetstream will prepare a joint letter for delivery to Jetstream customers stating that Jetstream has accepted Paradyne's offer to purchase the Assets and including such other information as Paradyne deems appropriate.

8. Representations and Warranties

Jetstream hereby represents and warrants to Paradyne as follows:

Authority and Compliance. Jetstream has full power and lawful authority to execute and deliver this agreement and to consummate and perform the transactions contemplated hereby. This agreement has been duly authorized by all necessary corporate action by Jetstream, and this agreement, when signed and delivered by Jetstream, will constitute the legal, valid and binding obligation of Jetstream, enforceable in accordance with its terms. Neither the execution and delivery of this agreement by Jetstream nor the consummation and performance of the transactions contemplated hereby (i) will conflict with or violate the Certificate of Incorporation or Bylaws (or other governing instrument) of Jetstream, or any agreement to which it is a party or by which it is bound, or any federal, state, local or other governmental law or ordinance or (ii) will require the authorization, approval or consent by, or any notice to or filing with, any third party.

Assets and Properties. Jetstream has, and will convey to Paradyne, good, valid and marketable title to all of the Assets, free and clear of all liens, pledges, mortgages, security interests, claims or encumbrances of any nature whatsoever, except liens for current taxes not yet due and payable. All of the tangible Assets are in good operating condition and repair (subject only to ordinary wear and tear) and are usable in the ordinary course of business consistent with their intended purpose. The Assets represent

all assets reasonably required to enable Paradync to continue to conduct the business functions as previously conducted by Jetstream.

Inventory. The Inventory consists of items of a quality and condition that are usable in the ordinary course of business for the purposes for which intended.

Legal Proceedings; Compliance with Law. There are no disputes, claims, actions, suits or proceedings, arbitrations or investigations pending or, to the knowledge of Jetstream, threatened against Jetstream with respect to the Assets. Jetstream has no knowledge of any facts or circumstances that could reasonably be expected to form the basis of any material claim, liability, or litigation against Jetstream with respect to the Assets. The use of the Assets by Jetstream, has at all times been in material compliance with all applicable federal, state, local, or other governmental laws, ordinances, codes, rules, and regulations.

Intellectual Property. Jetstream has not received notice or claim that its respective title to or use of the Intellectual Property is impaired, encumbered, or invalid or is unenforceable by it. Jetstream's use of any item of the Intellectual Property does not, to the knowledge of Jetstream, infringe upon any intellectual property owned by any other entity or person, and there is no claim or action pending or, to the knowledge of Jetstream, threatened with respect thereto. To the knowledge of Jetstream, there has been no infringement or improper use of any item of the Intellectual Property by any third party and there is no legal action instituted by Jetstream in which an act allegedly constituting an infringement of any of the rights to any item of the Intellectual Property was alleged to have been committed by a third party.

Disclosure. No representation or warranty hereunder or information contained in any schedule or any certificate, statement or other document delivered, or to be delivered, by Jetstream in connection herewith contains, or will contain, any untrue statement of fact or omits to state a fact necessary in order to make the statements contained therein or herein not misleading.

9. **Governing Law.**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to the rules or principles of any jurisdiction with respect to conflict of laws.


10. **Offer Period**

This offer will remain open until 3 p.m. Eastern time on May 10, 2002.

If you wish to accept this offer, please sign a copy of this letter and return it via facsimile transmission to Patrick J. Murphy at (727) 532-5599. Wire transfer instruction may be provided with this letter, or via separate facsimile.

We look forward to your prompt reply.

Paradyne Networks, Inc.

By: 
Sean E. Belanger, President and
Chief Executive Officer

Accepted and agreed:

Jetstream Communications, Inc.

By: 
Richard Couch, Chairman and
Chief Executive Officer

Wire transfer instructions:

Bank:
Address:
City, State:
Attr:

For credit to the account of:

Jetstream Communications, Inc.
ACCT#:
ABA#:

#266975 v1 - Jetstream letter ngl

Appendix A - Inventory

<u>DESCRIPTION</u>	<u>Revision</u>	<u>QTY</u>
<u>Common Equipment</u>		
CPX 1000 Shelf HA with Cross PDM		55
CPX 1000 Shelf HA with CP2		19
CP HA		3
CP HA		18
HSC HA		74
MP HA/HS Module		3
Power Supply Module -48V DC		9
Fan Module		2
STS1 Splitter Assy		6
CPX Bezel Assembly		4
Cable Management System		4
<u>Access Cards</u>		
ATM-OC3 SMP HA/HS Module		61
ATM-OC3 MMF HA/HS Module		51
ATM-DS3 HA/HS Module		67
<u>Trunk Cards</u>		
8-port E1/T1 HA/HS Module		150
EC - Echo Cancellation Module		57
ECAC - Echo & Compression Module		20
12 Port T1 - Echo & Compression Module		15
12 Port E1 - Echo & Compression Module		9
STS wEcho Cancellation		30
STS wEcho Cancellation & Compression		22

Appendix B - Intellectual Property

Intellectual property

1. Patents
 - i. 3 US patents issued
 - ii. 1 pending US patent application
 - iii. 1 PCT filing with additional country filings
 - iv. All international patents and filings

2. Software
 - i. Source code (for all products, including Homet IADs and Phone/Airwolf). Source code includes all development rights.
 - Domestic
 - International
 - ii. EMS software
 - iii. JetCraft
 - iv. JetVision

3. Test Tools
 - i. Test cases
 - ii. Support systems ("MegaSim" and "DemoCPE")

4. Supporting Documentation
 - i. Product documentation
 - ii. Domestic and international training course materials
 - iii. Product manuals
 - iv. Marketing collateral
 - v. Agile manufacturing/engineering database
 - vi. Clearcase software build database
 - vii. Supplier and customer contracts

5. Manufacturing Rights
 - i. NGLC Card
 - ii. ATM S007 Card
 - iii. Any other Jetstream-owned manufacturing rights

Include for all items: Schematics, Gerber files, Detailed BOM, Cadence Files, Allegro Files, programmable logic files.

6. Name and Trademarks
 - i. All product names and Jetstream corporate name, logo, and trademark

7. Other Items
 - i. All lists of customers, and suppliers, and records with respect to pricing, volume, payment history, and cost.

Appendix G -Licenses

Assignable

- 1) Clearcase
- 2) Clearquest
- 3) Windriver / VxWorks
- 4) Artek Av5
- 5) Times Ten
- 6) Oitech
- 7) NMS/S007

Requires Negotiation with Jetstream Assistance

- 8) Visibroker
- 9) DSET/EOC Agent
- 10) Lynx OS
- 11) Oracle

Appendix D -Lab and Test Equipment

Included in this appendix are the below items, plus those items listed in the excel spreadsheet sent to Seth Taube by Ken Hood via email at approximately 5:15 p.m., Pacific time on May 9, 2002.

<u>Description</u>	<u>Quantity</u>
CPX-1000 Chassis (includes 2 CP and 1 MP card)	All non-shippable units for lab use
Line Cards	All non-shippable units for lab use
ADs	All lab and test IADs
JemoCPE (CPX, 2 CP, 1 MP, 2 ATM)	All test units
MegaSimulator V5 and Source Code (CPX, 2 CP, 1 MP, 2 ATM, 8 Octal E1)	All test units
MegaSimulator 303 and Source Code(CPX, 2 CP, 1 MP, 2 ATM, 8 Octal T1)	All test units
Soldering workstation (scope, soldering iron, etc)	1
Gordon Kapes Test System	1
EMSBUILDPC - PC used for EMS builds	1
All custom tooling, jigs, fixtures, and software, whether owned by Jetstream or vendor required to manufacture, test and ship all Jetstream products.	All

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that JETSTREAM COMMUNICATIONS, INC., a Delaware corporation ("Seller"), for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States and other good and valuable consideration, paid by PARADYNE NETWORKS, INC., a Delaware corporation ("Purchaser"), the adequacy and receipt whereof is hereby acknowledged, hereby sells, transfers, conveys, assigns and delivers to Purchaser, and Purchaser hereby purchases from Seller, all right, title and interest of Seller in and to all the following property (the "Property"):

Inventory The Seller's inventory of work in process, samples, finished goods, raw materials and supplies, as listed in Appendix A;

Intellectual Property - The Intellectual property owned by Seller, listed in Appendix B. "Intellectual Property" includes, but is not limited to, (a) patents, patent applications, patent disclosures, and improvements thereto, (b) trademarks, service marks, trade dress, logos, trade names and corporate names and registrations and applications for registration thereof, (c) copyrights and registrations and applications for registration thereof, (d) mask works and registration and applications for registration thereof, (e) trade secrets and confidential business information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information), (f) other proprietary rights, (g) copies and tangible embodiments thereof (in whatever form or medium) and (h) lists of customers, and suppliers, and records with respect to pricing, volume, payment history, and cost;

Licenses - All rights of Seller in, the license agreements listed in Appendix C; and

Lab and Test Equipment - The custom manufacturing and test equipment and software used in the manufacturing and testing of Seller's products as listed on Appendix D. These items include, custom circuit card surface mount fixtures and screens, custom plastic molds, custom wave solder fixtures, custom in-circuit test heads and test programs, and custom down-line-load, functional, and system test fixtures and software. Also included is all custom manufacturing and test equipment owned by Seller for the manufacture of raw material parts used in the manufacture of Seller's products.

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever.

This Bill of Sale is an absolute conveyance, the Seller having sold the Property to Purchaser for a fair and adequate consideration.

Seller declares and acknowledges that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than the letter agreement executed and delivered by Seller on May 10, 2002, as amended on May 17, 2002, and this Bill of Sale between Seller and Purchaser with respect to the Property.

Seller does covenant to and with the Purchaser that Seller is the lawful owner of the Property; that the Property is free from all encumbrances whatsoever; that Seller has good right to sell an interest in the Property; and that Seller will warrant and defend the sale of an interest in the Property hereby made, unto the Purchaser, against the lawful claims and demands of all persons whomsoever.

Seller shall, at Purchaser's reasonable request and without further consideration, make, execute and deliver to Purchaser any and all documents or instructions of any kind or character, and perform all such other actions that may be necessary or proper and reasonable to effectuate, conform, perform, or carry out the terms and provisions of this Bill of Sale.

Wherever used herein, the terms "Seller" and "Purchaser" shall include the successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural; the use of any gender shall include all genders.

IN WITNESS WHEREOF, Seller has hereunto set its hand and seal the ____ day of May 2002.

WITNESSES:

SELLER:

JETSTREAM COMMUNICATIONS, INC.

By: 

Print Name: Richard G. Cauley

Title: CEO

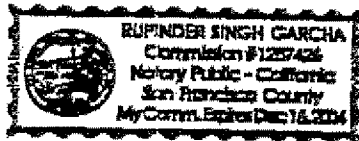
STATE OF CALIFORNIA)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this 20th day of
May 2002, by Richard George Colod, as CEO of
JETSTREAM COMMUNICATIONS, INC., a Delaware corporation, on behalf of
said corporation, who is personally known to me, or who produced
a California Drivers License as identification.

Rupinder Singh Garcha
Notary/Public

Print Name: RUPINDER SINGH GARCHA

My Commission Expires:



#267158 v1 - Bill of Sale

APPENDIX A

Model	Model Description	San Jose	NC	AT&T	Other	Total
JS110100AC	CPX 1000 Shelf HA with Cross PDM	43	5	4	3	55
JS110200AC	CPX 1000 Shelf HA with CP2	15			3	18
JS210121	ATM -OC3 SMF HA/HS Module	57	10	6	6	79
JS210221	ATM -OC3 MMF HA/HS Module	41				41
JS210250	ATM-DS3 HA/HS Module	69	2			71
JS230201	8-port E1/T1 HA/HS Module	11				11
JS230202	8-port E1/T1 HA/HS Module	134	16	21	9	180
JS230210	12 Port T1 - Echo & Compression Module	21	8			29
JS230212	12 Port E1 - Echo & Compression Module	13	2			15
JS230400	STS w/Echo Cancellation	25	2			27
JS230401	STS w/Echo Cancellation & Compression	8		4		12
JS250200	EC - Echo Cancellation Module	57	5			62
JS250300	ECAC - Echo & Compression Module	25	1			26
JS650110	CP HA	11		1		12
JS650121	HSC HA	24	10			34
JS650132	MP HA/HS Module	80	5	1		86
JS650200	Power Supply Module -48V DC	3				3
JS650220	Fan Module	9				9
JS650513	STS1 Splitter Assy	2				2
JS650520	CPX Bezel Assembly	6				6
JS650600	Cable Management System	4				4

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07-17-02 02:25pm From-JOHNSON,SLAXELY

Appendix B – Intellectual Property

Intellectual Property

1. Patents

Seller's (a) entire right, title and interest, for the United States of America, in and to the following U.S. patents and U.S. patent applications and all the rights and privileges in any application and under any and all patents that may be granted in the U.S. for any invention(s) described in any of said patents or applications, including but not limited to, all corresponding provisional, continuation, continuation-in-part, divisional, reissue, and reexamination applications; and (b) the entire right, title and interest in and to any and all foreign patents and applications for any invention described in any of said U.S. patents or applications, in any and all countries foreign to the U.S., including all rights of priority arising from them, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the U.S. for them; and (c) the right to seek remedies for any and all infringements of any of the foregoing patents and to collect and retain all damages and profits and enjoy any and all remedies granted for infringements.

Seller authorizes Purchaser to make any and all application for such protection in its own name and maintain such protection in any and all countries foreign to the U.S., and to invoke and claim for any application for patent or other form of protection for any said invention, without further authorization from Seller, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

Seller covenants and agrees that, when requested, Seller shall, without charge to Purchaser but at Purchaser's expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient in connection with patent applications, patents, or other forms of protection of any said invention, and for the defense and protection thereof if challenged in the court of law.

Patents Granted

US Patent #: 5,881,142
Filing Date: 18 July 1995
Issue Date: 9 Mar 1999
Description: Integrated communications control device for a small office configured for coupling within a scalable network. 7 independent claims; 30 total claims.

US Patent #: 5,963,620
Filing Date: 30 May 1997
Issue Date: 5 Oct 1999
Description: Integrated communications control device for a small office configured for coupling within a scalable network including multiple simultaneous call capability. 3 independent claims; 18 total claims.

US Patent #: 6,075,784
Filing Date: 9 July 1998
Issue Date: 3 June 2000

Description: System and method for communicating voice and data over a local packet network. 6 independent claims; 26 total claims.

Pending US Application:

Serial #: 09/314,318
Filing Date: May 19, 1999: Continuation in part of 09/112,911
Description: This application introduces the notion of a "central-office based IAD" that provides the POTS-to-packet function from within the serving wire center, rather than at the customer location.

Patent Cooperation Treaty

International Patent Application PCT/US99/11077
International Filing Date: May 19, 1999
"System and Method for Communicating Voice and Data over a Local Packet Network." Incorporates US Patent #6,075,784 and US application 09/314,318.
Derivative applications have been filed in:

Europe; Application 99 923226.7
Mexico; Application 012099
Israel; Application 1399/00
Canada; Application 2,334,213
India; Application IN/PCT/2000/00384/Del
Australia; Application 40049/99
Korea; Application 2000-7013901
Singapore; Application 200006955-9
Japan; Application 2000-554084
Brazil; Application P1 99/1.1086-1
China; Application 99807151.X

2. Software

- a. Source code and development rights for all Domestic and International products for the CPX-1000 and MAP-2000 product lines. This includes, but is not limited to, source code and development rights for the NGLC1 linecard, NGLC 2 linecard, S007 linecard, the CP card (Lynx environment), the MP (Windows environment) card.
- b. Source code and development rights for all Domestic and International IAD products. This includes, but is not limited to, Hornet IAD, VoiceBand (CPX-IAD protocol), P-Phone/Airwolf.
- c. Source code and development rights for the Domestic and International Element Management System (JetCraft). This includes, but is not limited to, all source code in the Windows environment.
- d. Source code and development rights for the Domestic and International Network Management System (JetVision). This includes, but is not limited to, source code and development rights for JetVision Client and Server, JetSNMP, and JetTL1 for the Solaris and Windows environments.

3. Test Tools

- a. All Domestic testplans for releases from 2.3 to present. All International testplans for releases from 3.0 to present. All IAD testplans.

- b. Megasimulator (Class 5 switch simulation) and DemoCPE for Domestic and International products.

4. **Supporting Documentation**

- a. All product documentation, including but not limited to, CPX-1000, JetVision, JetCraft, and IAD's.
- b. All Domestic and International training course materials.
- c. All Domestic and International product manuals.
- d. All Domestic and International Marketing collateral
- e. Agile Manufacturing/Engineering database
- f. Clearcase software build database for all Domestic and International products.
- g. All Domestic/International supplier and customer contracts.

5. **Manufacturing Rights**

- a. NGLC 1 and NGLC 2 card
- b. ATM S007 card
- c. Any other Jetstream-owned manufacturing rights

Include for all items: Schematics, Gerber files, Detailed BOM, Cadence files, Allegro files, programmable logic files

6. **Names and Trademarks**

- a. All product names and Jetstream Communications corporate name, logo, and trademark and the domain name "www.jetstream.com."

7. **Other items**

- a. All lists of customers, suppliers, and records with respect to pricing, volume, payment history, and cost.
- b. Rights to display a reasonably-sized banner in Jetstream's booth at Supercomm for the purpose of directing customers to Paradyne's booth.

Appendix C – Assignment of Licenses

1. Software License Agreement between Aztek Engineering, Inc. and Jetstream Communications, Inc., as Licensee.
2. Software Maintenance Agreement between Aztek Engineering, Inc. and Jetstream, attached as Exhibit G to the Software License Agreement.
3. Target Application License Agreement, dated as of January 30, 2001 between Wind River Systems, Inc. and Jetstream.
4. Embedded Reseller License Agreement dated as of August 15, 1999 between TimesTen Corporation and Jetstream, as amended July 7, 2000 and September 28, 2000.
5. Software License Agreement between Ditech Communications Corporation and Jetstream pertaining to Ditech's G. 168 and certain technology owned by Adaptive Digital Technologies, Inc.
6. Software License Agreement dated September 20, 2000 between Adaptive Digital Technologies, Inc and Ditech Communications Corporation relating to certain technology sublicensed to Jetstream.
7. Software License Agreement dated July 7, 2000 between Adaptive Digital Technologies, Inc and Ditech Communications Corporation relating to certain technology sublicensed to Jetstream.
8. License Agreement between Ditech Communications Corporation and Jetstream relating to certain technology owned by Ditech.
9. Read Only Source Code License Agreement dated January 31, 2000 between Lynx Real-Time Systems, Inc. and Jetstream Communications.
10. OEM and Contract Manufacturing Purchase and Sale Agreement between Jetstream and Motorola Computer Group.
11. Spare Part Purchase and Sale Agreement between Motorola, Inc., acting through its Motorola Computer Group and Jetstream.
12. Amendment 1 to OEM and Contract Manufacturing Purchase and Sale Agreement, Number 003384 between Motorola, Inc. and Jetstream.
13. Amendment 2 to OEM and Contract Manufacturing Purchase and Sale Agreement, Number 003384 between Motorola, Inc. and Jetstream.
14. Motorola, Inc. Addendum to CPN 5360 Bundle SOW dated October 26, 2000.
15. Motorola, Inc. Addendum 2 to CPN 5360 Integrated Statement of Work dated November 7, 2001.
16. OEM Purchase and Sale Agreement dated October 31, 1999 between Jetstream and InnoMediaLogic Inc.

17. Value Added Reseller Agreement for Inprise Products with Manufacturing Rights between Inprise Corporation and Jetstream dated December 29, 1998, as amended May 13, 1999.
18. Oracle Partner Program Embedded Software License Distribution Agreement dated January 1, 2002.
19. Software Agreement No. S313078 between DSET Corporation and Jetstream.
20. Products License Agreement, Rational Software Corporation (800-011412-002J).
21. Software License Agreement between Jetstream and Agile Software Corporation.
22. Agreement between Jetstream and Adaptec, Inc.

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07-17-02 02:25pm From-JOHNSON, BLAKELY

Appendix D

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07-17-02 02:26pm FROM-JOHNSON, BLAKELY

ASSET	ACCT NAME	ASSET DESCRIPTION	VENDOR NAME	ST
100013	Computer equipment - leased	19" COLOR MONITOR	COBOSHI, INC	CA
100044	Computer equipment - leased	19" COLOR MONITOR	COBOSHI, INC	CA
100294	Computer equipment - leased	DELL MONITOR M780	DELL COMPUTER CORP	CA
100295	Computer equipment - leased	DELL MONITOR M780	DELL COMPUTER CORP	CA
100296	Computer equipment - leased	DELL MONITOR P780	DELL COMPUTER CORP	CA
100303	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100304	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100305	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100306	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100307	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100308	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100297	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100298	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100300	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100300	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100301	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100302	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100309	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100310	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100311	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100314	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100315	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100312	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100313	Computer equipment - leased	DELL MONITOR P991	DELL COMPUTER CORP	CA
100317	Computer equipment - leased	DELL MONITORS	DELL COMPUTER CORP	CA
100316	Computer equipment - leased	DELL MONITORS	DELL COMPUTER CORP	CA
100771	Computer equipment - leased	DELL P991 MONITOR	DELL COMPUTER CORP	CA
100774	Computer equipment - leased	DELL P991 MONITOR	DELL COMPUTER CORP	CA
100775	Computer equipment - leased	DELL P991 MONITOR	DELL COMPUTER CORP	CA
100778	Computer equipment - leased	DELL P991 MONITOR	DELL COMPUTER CORP	CA
100779	Computer equipment - leased	DELL P991 MONITOR	DELL COMPUTER CORP	CA
100780	Computer equipment - leased	DELL P991 MONITOR	DELL COMPUTER CORP	CA
101995	Computer equipment - leased	DELL PENTIUM III 733 GX200 COMPUTER	COMDISCO - LEASE	CA
101464	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 24X NT	CDW	CA
101465	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 24X NT	CDW	CA
101466	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 24X NT	CDW	CA
101510	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X NT	CDW	CA
101228	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X	CDW	CA
101230	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X	CDW	CA
101851	Computer equipment - leased	LAPTOP-IBM THINKPAD T20 7650 6 GB 128MB 24X	COMDISCO - LEASE	CA
101577	Lab equipment - leased	48 VDC POWER SUPPLIES, LAB SUPPLIES FOR TRAINING EQUIPMENT	POWER TEN INC	CA

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ASSET	ACCT NAME	ASSET DESCRIPTION	VENDOR NAME	ST
101578	Lab equipment - leased	48 VDC POWER SUPPLIES; LAB SUPPLIES FOR TRAINING EQUIPMENT	POWER TEN INC	CA
101579	Lab equipment - leased	48 VDC POWER SUPPLIES; LAB SUPPLIES FOR TRAINING EQUIPMENT	POWER TEN INC	CA
101580	Lab equipment - leased	48 VDC POWER SUPPLIES; LAB SUPPLIES FOR TRAINING EQUIPMENT	POWER TEN INC	CA
102111	Lab equipment - leased	48VDC POWER SUPPLIES	COMDISCO - LEASE	CA
102242	Lab equipment - leased	48VDC POWER SUPPLIES	COMDISCO - LEASE	CA
102243	Lab equipment - leased	48VDC POWER SUPPLIES	COMDISCO - LEASE	CA
101334	Lab equipment - leased	POWER SUPPLY UNIT, 0-50V, 0-20A, 1U	POWER TEN INC	CA
101335	Lab equipment - leased	POWER SUPPLY UNIT, 0-50V, 0-20A, 1U	POWER TEN INC	CA
102465	Lab equipment	FULLY REDUNDANT WIDE BANK STS1 WITH 2 CONTROLLERS AND 8 QUAD	Santera Communications	CA
101595	Computer equipment - leased	FULLY REDUNDANT WIDE BANK STS1 WITH 2 CONTROLLERS	Santera Communications	CA
101442	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7/450 6GB 24X NT	CDW	CA
100039	Computer equipment	17" VIEWSONIC MONITOR	CDW	CA
100040	Computer equipment	17" VIEWSONIC MONITOR	CDW	CA
100041	Computer equipment	17" VIEWSONIC MONITOR	CDW	CA
100042	Computer equipment	17" VIEWSONIC MONITOR	CDW	CA
101444	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7/450 6GB 24X NT	CDW	CA
101445	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7/450 6GB 24X NT	CDW	CA
100836	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7/450 6GB 24X NT	CDW	CA
100935	Computer equipment - leased	CUR-SIP3200; CURTIS SP3200 SURGIE SUP 460U	DELL COMPUTER CORP	CA
101471	Lab equipment - leased	19" TRINITRON MONITOR	AVCOM TECHNOLOGIES	CA
101676	Computer equipment - leased	SUN 19" MONITOR	GOBOSHI, INC	CA
101448	Computer equipment - leased	19" MONITOR	GOBOSHI, INC	CA
101450	Computer equipment - leased	SUN 17" MONITOR, PER QUOTE JETSTREAM-071800-IR-05	CDW	CA
101449	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7/450 6GB 24X NT	CDW	CA
101447	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7/450 6GB 24X NT	CDW	CA
101449	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7/450 6GB 24X NT	CDW	CA
101847	Computer equipment - leased	HP LASERJET MULTIFUNCTION 3150XI	COMDISCO - LEASE	CA
101619	Computer equipment - leased	19 INCH MONITOR	SUN MICROSYSTEMS	CA
101451	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7/450 6GB 24X NT	CDW	CA
100045	Computer equipment - leased	19" COLOR MONITOR	GOBOSHI, INC	CA
100046	Computer equipment - leased	19" COLOR MONITOR	GOBOSHI, INC	CA
101868	Computer equipment - leased	HP LASERJET MULTIFUNCTION 3150XI	COMDISCO - LEASE	CA
100931	Computer equipment - leased	(3) VIEWSONIC EA771B 17"(16.0" VIS) BLACK SHADOW	DELL COMPUTER CORP	CA
102347	Computer equipment	CANON CFX-14500 FAX MACHINE	TUNER SOLUTIONS	CA
101452	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7/450 6GB 24X NT	CDW	CA
101069	Computer equipment - leased	SUN 19" FLAT SCREEN COLOR MONITOR	GOBOSHI, INC	CA
101970	Furniture & fixtures - leased	36" X 96" ESD WORKBENCH FOR LAB PN 3 101135MB	COMDISCO - LEASE	CA
101882	Lab equipment - leased	6 PORT 25MB ATM NETM0D	COMDISCO - LEASE	CA
101859	Lab equipment - leased	QUAD ADSL LINE CARL (DM)	COMDISCO - LEASE	CA
101577	Lab equipment - leased	48 VDC POWER SUPPLIES; LAB SUPPLIES FOR TRAINING EQUIPMENT	POWER TEN INC	CA
101578	Lab equipment - leased	48 VDC POWER SUPPLIES; LAB SUPPLIES FOR TRAINING EQUIPMENT	POWER TEN INC	CA
101579	Lab equipment - leased	48 VDC POWER SUPPLIES; LAB SUPPLIES FOR TRAINING EQUIPMENT	POWER TEN INC	CA

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07-17-02

ASSET	ACCT NAME	ASSET DESCRIPTION	VENDOR NAME	ST
101580	Lab equipment - leased	58 VDC POWER SUPPLIES; LAB SUPPLIES FOR TRAINING EQUIPMENT	POWER TEN INC	CA
102211	Lab equipment - leased	48VDC POWER SUPPLIES	COMDISCO - LEASE	CA
102212	Lab equipment - leased	48VDC POWER SUPPLIES	COMDISCO - LEASE	CA
102213	Lab equipment - leased	48VDC POWER SUPPLIES	COMDISCO - LEASE	CA
101741	Lab equipment - leased	POWER SUPPLY UNIT 0-50V, 0-20A, 1U	POWER TEN INC	CA
101821	Lab equipment - leased	POWER SUPPLY UNIT 50V, 20A	COMDISCO - LEASE	NC
101822	Lab equipment - leased	POWER SUPPLY UNIT 50V, 20A	COMDISCO - LEASE	NC
100867	Computer equipment	3COM SUPERSTACK II SWITCH 3100 XM	CDW	CA
101453	Computer equipment - leased	IBM-264578U; IBM TP 600X 7450 6GB 24X NT	CDW	CA
102559	Furniture & fixtures	CONFERRING CREDENDA HONEY MAPLE PL60 JANA	NETWORK BUSINESS FUR	NC
101844	Lab equipment - leased	IBM-264578U; IBM TP 600X 7450 6GB 24X NT	CDW	CA
100006	Office equipment	ACTIVE PROBE & TELECOM MASK TESTING MODULE	COMDISCO - LEASE	CA
102141	Lab equipment - leased	SONIC FIREWALL	3M	CA
102672	Lab equipment	SDSL MODULE	COMDISCO - LEASE	CA
102681	Lab equipment	48 VOLT MARCONI RECTIFIERS (DC POWER FOR LAB)	GRAYBAR	NC
101978	Lab equipment - leased	GR-303 ANALYSIS; PROVIDES ABILITY TO MONITOR TMCVSC AND EO	GRAYBAR	NC
102143	Lab equipment - leased	BINOC SCOPE 10X EYEPCS + BOOM	COMDISCO - LEASE	CA
101455	Computer equipment - leased	IBM-264578U; IBM TP 600X 7450 6GB 24X NT	COMDISCO - LEASE	NC
101596	Lab equipment - leased	FULLY REDUNDANT WIDE BANK STSI WITH 2 CONTROLLERS	CDW	CA
102251	Lab equipment - leased	WBST5-1 CONTROLLER CARD	Spacera Communications	CA
102472	Computer equipment	COMPAQ UPS R300 XR HIGH VOLUME	COMDISCO - LEASE	NC
101597	Lab equipment - leased	FULLY REDUNDANT WIDE BANK STSI WITH 2 CONTROLLERS	CDW	NC
101993	Computer equipment - leased	DELL PENTIUM III 733 GX200 COMPUTER	Somera Communications	CA
101995	Computer equipment - leased	DELL PENTIUM III 733 GX200 COMPUTER	COMDISCO - LEASE	CA
101994	Computer equipment - leased	DELL PENTIUM III 733 GX200 COMPUTER	COMDISCO - LEASE	CA
102408	Computer equipment	DELL GX 200 COMPUTER	DELL COMPUTER CORP INC	CA
102409	Computer equipment	DELL GX 200 COMPUTER	DELL COMPUTER CORP INC	NC
102410	Computer equipment	DELL GX 200 COMPUTER	DELL COMPUTER CORP INC	NC
102411	Computer equipment	DELL GX 200 COMPUTER	DELL COMPUTER CORP INC	NC
102412	Computer equipment	DELL GX 200 COMPUTER	DELL COMPUTER CORP INC	NC
102475	Lab equipment	CISCO 2511 ETHERNET TO 16 PORT SERIAL ROUTER	ADCS	CA
102580	Lab equipment	CISCO AS2511-R1 NEW TERMINAL SERVER FOR LAB	CDW	CA
102294	Furniture & fixtures	SOFA/CHAIR FOR G. GERMAIN OFFICE	GERMAIN, GREG	NC
101324	Lab equipment - leased	POWER SUPPLY UNIT, 0-50V, 0-20A, 1U	POWER TEN INC	NC
101323	Lab equipment - leased	POWER SUPPLY UNIT, 0-50V, 0-20A, 1U	POWER TEN INC	CA
101334	Lab equipment - leased	POWER SUPPLY UNIT, 0-50V, 0-20A, 1U	POWER TEN INC	CA
101335	Lab equipment - leased	POWER SUPPLY UNIT, 0-50V, 0-20A, 1U	POWER TEN INC	CA
102403	Computer equipment - leased	DELL PENTIUM III GX200 COMPUTER	COMDISCO - LEASE	NC
102404	Computer equipment - leased	DELL PENTIUM III GX200 COMPUTER	COMDISCO - LEASE	NC
102405	Computer equipment - leased	DELL PENTIUM III GX200 COMPUTER	COMDISCO - LEASE	NC
102406	Computer equipment - leased	DELL PENTIUM III GX200 COMPUTER	COMDISCO - LEASE	NC

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FROM JOHNSON, BLAKELY

02-27-98

07-17-02

ASSET	ACCT NAME	ASSET DESCRIPTION	VENDOR NAME	IST
102497	Computer equipment - leased	DELL PENTIUM III GX200 COMPUTER	COMDISCO - LEASE	NC
102479	Computer equipment	DELL PENTIUM III 866 GX200 COMPUTER	DELL COMPUTER CORPORA	CA
102478	Computer equipment	DELL PENTIUM III 866 GX200 COMPUTER	DELL COMPUTER CORPORA	CA
102480	Computer equipment	DELL PENTIUM III 866 GX200 COMPUTER	DELL COMPUTER CORPORA	CA
102490	Computer equipment	DELL PENTIUM III 866 GX200 COMPUTER	DELL COMPUTER CORPORA	CA
102491	Computer equipment	DELL PENTIUM III 866 GX200 COMPUTER	DELL COMPUTER CORPORA	CA
102497	Office equipment - leased	PROJECTOR-SVGA (800 X 600)	COMDISCO - LEASE	CA
101514	Computer equipment - leased	IBM-26457EU: IBM TP 600X 7450 6GB 64MB 24X NT	CDW	NC
101517	Computer equipment - leased	IBM-26457EU: IBM TP 600X 7450 6GB 64MB 24X NT	CDW	CA
101515	Computer equipment - leased	IBM-26457EU: IBM TP 600X 7450 6GB 64MB 24X NT	CDW	CA
101510	Computer equipment - leased	IBM-26457EU: IBM TP 600X 7450 6GB 64MB 24X NT	CDW	CA
101511	Computer equipment - leased	IBM-26457EU: IBM TP 600X 7450 6GB 64MB 24X NT	CDW	CA
101512	Computer equipment - leased	IBM-26457EU: IBM TP 600X 7450 6GB 64MB 24X NT	CDW	CA
101513	Computer equipment - leased	IBM-26457EU: IBM TP 600X 7450 6GB 64MB 24X NT	CDW	CA
101516	Computer equipment - leased	IBM-26457EU: IBM TP 600X 7450 6GB 64MB 24X NT	CDW	CA
102067	Lab equipment - leased	CISCO 2511 16ASYNC SA RTR	COMDISCO - LEASE	NC
101999	Computer equipment - leased	DELL PENTIUM III 733 GX200 COMPUTER	COMDISCO - LEASE	CA
101998	Computer equipment - leased	DELL PENTIUM III 733 GX200 COMPUTER	COMDISCO - LEASE	NC
101997	Computer equipment - leased	DELL PENTIUM III 733 GX200 COMPUTER	COMDISCO - LEASE	NC
101996	Computer equipment - leased	DELL PENTIUM III 733 GX200 COMPUTER	COMDISCO - LEASE	CA
102149	Computer equipment - leased	DELL PENTIUM III 800 GX200 COMPUTER	COMDISCO - LEASE	NC
102147	Computer equipment - leased	DELL PENTIUM III 800 GX200 COMPUTER	COMDISCO - LEASE	CA
102148	Computer equipment - leased	DELL PENTIUM III 800 GX200 COMPUTER	COMDISCO - LEASE	CA
102117	Computer equipment - leased	DELL PENTIUM III 667 GX200 COMPUTER	COMDISCO - LEASE	CA
102118	Computer equipment - leased	DELL PENTIUM III 667 GX200 COMPUTER	COMDISCO - LEASE	CA
102119	Computer equipment - leased	DELL PENTIUM III 667 GX200 COMPUTER	COMDISCO - LEASE	CA
102110	Computer equipment - leased	DELL PENTIUM III 667 GX200 COMPUTER	COMDISCO - LEASE	NC
102111	Computer equipment - leased	DELL PENTIUM III 667 GX200 COMPUTER	COMDISCO - LEASE	NC
102116	Computer equipment - leased	DELL PENTIUM III 667 GX200 COMPUTER	COMDISCO - LEASE	CA
102112	Computer equipment - leased	DELL PENTIUM III 667 GX200 COMPUTER	COMDISCO - LEASE	CA
102113	Computer equipment - leased	DELL PENTIUM III 667 GX200 COMPUTER	COMDISCO - LEASE	CA
102114	Computer equipment - leased	DELL PENTIUM III 667 GX200 COMPUTER	COMDISCO - LEASE	CA
102115	Computer equipment - leased	DELL PENTIUM III 667 GX200 COMPUTER	COMDISCO - LEASE	CA
102352	Lab equipment	CISCO 2511 SERIES ACCESS ROUTER WITH 1-POR ETHERNET AUI (R	CELITONET	NC
101840	Lab equipment - leased	CISCO 2611 ROUTER	COMDISCO - LEASE	NC
102660	Lab equipment	PCB ASSY, 8X SHDSL LINECARD, D50, DELIVERY DATE 10-25-01	NOKIA	CA
101837	Lab equipment - leased	CISCO 2511 ETHERNET AUI/2 SYNC 16 ASYNC RNC	COMDISCO - LEASE	NC
101464	Computer equipment - leased	IBM-26457EU: IBM TP 600X 7450 6GB 24X NT	CDW	CA
101465	Computer equipment - leased	IBM-26457EU: IBM TP 600X 7450 6GB 24X NT	CDW	CA
101466	Computer equipment - leased	IBM-26457EU: IBM TP 600X 7450 6GB 24X NT	CDW	CA
101467	Computer equipment - leased	IBM-26457EU: IBM TP 600X 7450 6GB 24X NT	CDW	CA
101481	Computer equipment - leased	IBM-26457EU: IBM TP 600X 7450 6GB 64MB 24X NT	CDW	CA

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ASSET	ACCT NAME	ASSET DESCRIPTION	VENDOR NAME	ST
102360	Computer equipment	GX290 MINI TOWER	DELL COMPUTER CORP	NC
101749	Computer equipment - leased	LAPTOP-IBM THINKPAD T-20 7650 6GB 128MB 24X	COMDISCO - LEASE	CA
101750	Computer equipment - leased	LAPTOP-IBM THINKPAD T-20 7650 6GB 128MB 24X	COMDISCO - LEASE	NC
101747	Computer equipment - leased	LAPTOP-IBM THINKPAD T-20 7650 6GB 128MB 24X	COMDISCO - LEASE	NH
101746	Computer equipment - leased	LAPTOP-IBM THINKPAD T-20 7650 6GB 128MB 24X	COMDISCO - LEASE	CA
101748	Computer equipment - leased	LAPTOP-IBM THINKPAD T-20 7650 6GB 128MB 24X	COMDISCO - LEASE	CA
102381	Computer equipment	IBM THINKPAD T-21	CDW	NC
101457	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 24X NT	CDW	CA
101458	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 24X NT	CDW	CA
102573	Lab equipment	SHDSL8 LINE CARD	NOKIA	NC
100954	Computer equipment	3COM SUPERSTACK 2, SWITCH J300 24-PORT 10/100 FAST ETHERNET	CDW	CA
101219	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X NT	CDW	NC
101220	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X NT	CDW	NC
101225	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X NT	CDW	NC
101228	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X NT	CDW	CA
101215	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X NT	CDW	CA
101211	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X NT	CDW	CA
101233	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X NT	CDW	CA
101282	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X NT	CDW	CA
101218	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X NT	CDW	NC
101273	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X	CDW	NC
101211	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X	CDW	CA
101230	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X	CDW	CA
101212	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X	CDW	CA
101214	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X	CDW	CA
101228	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X	CDW	CA
101234	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X	CDW	CA
101272	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X	CDW	CA
101274	Computer equipment - leased	IBM-26457EU; IBM TP 600X 7450 6GB 64MB 24X	CDW	CA
101745	Computer equipment - leased	DESKTOP-DELL PENTIUM III 667 GX200 COMPUTER	COMDISCO - LEASE	NC
101743	Computer equipment - leased	DESKTOP-DELL PENTIUM III 667 GX200 COMPUTER	COMDISCO - LEASE	NC
101744	Computer equipment - leased	DESKTOP-DELL PENTIUM III 667 GX200 COMPUTER	COMDISCO - LEASE	CA
101325	Lab equipment - leased	3COM SUPERSTACK BASELINE	CDW	CA
102563	Lab equipment	TEKTRONIK TDS-64HA 4-CHANNEL OSCILSCOPE	DOVEHD INC.	NC
102614	Lab equipment	T1 GR103 PROTOCOL ANALYZER SOFTWARE QTY 1 @ \$2,495.00 SIGMA	GL COMMUNICATIONS	NC
102460	Lab equipment	ADSL-20 LINECARD CIRCUIT PACK	NORTEL NETWORKS INC	CA
100803	Lab equipment	POWER SUPPLIES, RECTIFIER CARD	GRAYBAR ELECTRIC COM	CA
102379	Computer equipment	IBM THINKPAD T-21	CDW	NC
102380	Computer equipment	IBM T-21 LAPTOP	CDW	CA
101852	Computer equipment - leased	LAPTOP-IBM THINKPAD T20 7650 6 GB 128MB 24X	COMDISCO - LEASE	CA
101851	Computer equipment - leased	LAPTOP-IBM THINKPAD T20 7650 6 GB 128MB 24X	COMDISCO - LEASE	CA
101850	Computer equipment - leased	LAPTOP-IBM THINKPAD T20 7650 6 GB 128MB 24X	COMDISCO - LEASE	CA

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From JOHNSON, BLAKELY

02:28PM

07-17-02

ASSET	ACCT NAME	ASSET DESCRIPTION	VENDOR NAME	ST
102545	Computer equipment	HP 8150DN LASER PRINTER	TONER SOLUTIONS	NC
102546	Computer equipment	HP 8150DN LASER PRINTER	TONER SOLUTIONS	NC
102470	Computer equipment	CPO RACK MODEL 0142 42U OPALPORT KVM SWITCH BOX	CDW	NC
102048	Lab equipment - leased	SPT INTERFACE BR/BR/RA LINE CARD	COMDISCO - LEASE	NC
101284	Computer equipment - leased	HP-C4094AABA: HP LJ 4500DN 4PPM COL LASER	CDW	CA
102205	Lab equipment - leased	SUN ULTRA 10 MODEL 440-PGX24	COMDISCO - LEASE	NC
102132	Computer equipment - leased	NOKIA VPNI330 APPLIANCE	CDW	PE
102182	Computer equipment	IBM THINKPAD T-21	CDW	CA
102439	Computer equipment	CPQ PROLIANT DL380, 900MHZ, 128MB (CDW 217014)	CELITONET	CA
102594	Computer equipment	QUANTUM 8080 EXTERNAL DLT TAPE DRIVE, RALEIGH TAPE BACKUP	AVCOM TECHNOLOGIES	NC
101439	Computer equipment - leased	SUN ULTRA 10S, 9GB HD, 256MB RAM, CDROM	COMDISCO - LEASE	CA
102408	Lab equipment - leased	WBSTS-1 CONTROLLER CARD	COMDISCO - LEASE	NC
100002	Office equipment	LCD VIDEO PROJECTOR	GOBOSH, INC	CA
101073	Computer equipment - leased	SUN ULTRA 10 MODEL 440 WORKSTATION	GOBOSH, INC	CA
101675	Computer equipment - leased	SUN ULTRA 5 MODEL 360 PER QUOTE JETSTREAM-071800-JR-U5	COMDISCO - LEASE	NC
102092	Lab equipment - leased	LIGHTSTREAM 1010 4FT T1 WR/48 IP PAM	COMDISCO - LEASE	NC
102013	Lab equipment - leased	UE IMAS SHELF, 19" E BACKPLANE	COMDISCO - LEASE	NC
102438	Computer equipment	IBM THINKPAD T21	COMDISCO - LEASE	CA
101833	Computer equipment - leased	LAPTOP-IBM THINKPAD T20 5750 20GB 128MB	COMDISCO - LEASE	NC
101568	Computer software - leased	DSLAM, DS50 SYSTEM	COMDISCO - LEASE	NC
102693	Lab equipment - leased	FULLY REDUNDANT STS MUX, 2 CONTROLLER, 8 QUAD T1'S	COMDISCO - LEASE	NC
101023	Lab equipment	LONG LINE SIMULATOR	MOUNTAIN ENGINEERING	CA
102598	Lab equipment	MRG FOR 10 CHANNELS OF FAX & DATA	ZARAK SYSTEMS CORP/NC	NC
102400	Lab equipment - leased	2 ATM ANALYSIS AT DS3 & OC3	COMDISCO - LEASE	CA
102354	Lab equipment	PURCHASE OF USED REDBACK SMS300 W/TTI	CASH	CA
102041	Lab equipment - leased	ADSL-20 LINECARD CIRCUIT UE-IMAS	COMDISCO - LEASE	NC
102042	Lab equipment - leased	SDSL-32 LINECARD CIRCUIT UE-IMAS	COMDISCO - LEASE	NC
101108	Computer equipment - leased	SUN NETRA T1 10S WITH 400MHZ, 256MB RAM 18GB DISK AC POWER 2	AVCOM TECHNOLOGIES	CA
101838	Office equipment - leased	NEC VT-540 XGA LCD PROJECTOR/SMARTBOARD	COMDISCO - LEASE	CA
102653	Lab equipment	ULTRA PCI E1 CARD W/BASIC SOFTWARE	GL COMMUNICATIONS	NC
102643	Lab equipment	ECG SUBSYSTEM FOR CALL GENERATION	ZARAK SYSTEMS CORP/NC	NC
101848	Computer equipment - leased	5 VIEWSONIC 17" MONITORS, HD, MICE, BATTERIES	COMDISCO - LEASE	CA
102091	Lab equipment - leased	4 PORT OC-3/STM-1 SINGLE MODE FIBER-JR-PAM	COMDISCO - LEASE	NC
102550	Lab equipment	WBSTS-1 CONTROLLER CARD	COMDISCO - LEASE	NC
102491	Lab equipment - leased	SCG SUBSYSTEM	Spanera Communications	NC
102640	Lab equipment - leased	SOFTWARE 10/100 BASE TX SMARTMETRICS, SMART CARD (RT-45)	COMDISCO - LEASE	NC
101326	Computer equipment - leased	SUN ULTRA60 WORKSTATION, JETSTREAM-061500-JJ-U60	COMDISCO - LEASE	NC
102549	Lab equipment	CSC, OC-3 IR/STM-1, BITS STR4 512K RAM	GOBOSH, INC	CA
102106	Lab equipment - leased	OSCHILLOSCOPE, 500MHZ	NOKTEL NETWORKS INC	NC
100104	Lab equipment	BASIC UNIT 939A COMMUNICATION TEST SET & ADD-ONS	COMDISCO - LEASE	NC
102136	Lab equipment - leased	MARCONI 4-FT 155MBPS SINGLE MODE OC-3 CARD FOR THE ABOVE CH	SAGE INSTRUMENTS	CA
102114	Lab equipment - leased	MARCONI 4-FT 155 MBPS SINGLE MODE OC-3 CARD FOR ABOVE CHASS	COMDISCO - LEASE	NC

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ASSET	ACCT NAME	ASSET DESCRIPTION	VENDOR NAME	ST
102489	Lab equipment	NETIAWK V5 ANALYSE/R2 CARD	X-NET OY	NC
101963	Lab equipment - leased	9302T SYSTEM 930 EAV 1 ANALOG CARD (8 PORTS) 2 TT	COMDISCO - LEASE	NC
100138	Lab equipment	CPX FOR TESTING	MOTOROLA COMPUTER	CA
100139	Lab equipment	CPX FOR TESTING	MOTOROLA COMPUTER	CA
102199	Lab equipment - leased	SWOXC-UPGRADE SSOXC/ATM ANALYSIS	COMDISCO - LEASE	CA
100137	Lab equipment	CPX FOR TESTING	MOTOROLA COMPUTER	CA
102135	Lab equipment - leased	MARCONI ATM SWITCH ASX-2000X	COMDISCO - LEASE	NC
102194	Lab equipment - leased	MARCONI ATM SWITCH ASX-2000X	COMDISCO - LEASE	NC
101984	Lab equipment - leased	SD12.5T TESTING SOFTWARE KIT	COMDISCO - LEASE	NC
102207	Lab equipment - leased	3 ADDL EMTI INTERFACE CARDS (2 PORT)	COMDISCO - LEASE	CA
100105	Lab equipment	BASIC UNIT 910A COMMUNICATION TEST SET & ADD-ONS	SAGE INSTRUMENT	CA
101946	Lab equipment - leased	PARADYNE DSLAM	COMDISCO - LEASE	CA
101794	Lab equipment - leased	SUN SOLARIS GROUP SERVER E250	COMDISCO - LEASE	CA
102640	Lab equipment	SMARTBITS 2000-EBAY	TELEXPRESS INC.	NC
102453	Lab equipment	EXPANSION KIT	AMERITEC	NC
102142	Lab equipment - leased	DSI TO OC-3C	COMDISCO - LEASE	CA
102335	Lab equipment	SMARTBITS & ETHERNET SMART MODULE	COMDISCO - LEASE	CA
101856	Lab equipment - leased	CRESCENDO ANALOG BULK CALL GENERATOR	SPRINT COMMUNICATION	CA
102066	Lab equipment - leased	CRESCENDO ANALOG / BRI ISDN UNIT	COMDISCO - LEASE	NC
102431	Lab equipment	EXPANSION KIT	COMDISCO - LEASE	NC
102486	Lab equipment	S/T INTERFACE BRI/BRA LINE CARD	AMERITEC	NC
101855	Lab equipment - leased	CRESCENDO BRI BULK CALL GENERATOR	COMDISCO - LEASE	NC
102434	Lab equipment	CRESCENDO ANALOG BASE UNIT	AMERITEC	NC
102485	Lab equipment	CRESCENDO DIGITAL ISDN BRI-BRA	AMERITEC	CA
102046	Lab equipment - leased	TRITON 250 MT V5.2 CARD	COMDISCO - LEASE	NC
102206	Lab equipment - leased	TRITON MT 500 (19" RACKMOUNT) SUPPORTING V5.1 & V5.2 PROTOC	COMDISCO - LEASE	CA
102045	Lab equipment - leased	TRITON 250 MT V5.2 CARD	COMDISCO - LEASE	CA
100922	Computer equipment - leased	(1) 50BPS ATM SWITCH, SINGLE AC P/S, 2 SWITCH MODULES (1960	CLEARLY CONNECTED	NC
102271	Lab equipment - leased	6 PCM COMBO FOR CALL GENERATION ON 1 CIRCUIT	COMDISCO - LEASE	CA
102468	Lab equipment	11 ZARAK SYSTEM WITH 19 PCM AND 4 ACG CARDS	COMDISCO - LEASE	NC
			ZARAK SYSTEMS CORP	NC

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CARRICK MURPHY

727-530-5599

P. 1

**Paradyne Networks, Inc.
8545 126th Avenue North
Largo, Florida 33773**

May 17, 2002

Jetstream Communications, Inc.
c/o Seth Taube
T3 Group LLC
440 Locust St.
San Francisco, CA 94118

Re: Amendment to letter agreement between Paradyne Networks, Inc. and Jetstream Communications, Inc.

Dear Mr. Taube,

The purpose of this letter is to describe certain amendments to the letter agreement dated May 9, 2002 (the "Agreement") entered into by Paradyne Networks, Inc. ("Paradyne") and Jetstream Communications, Inc. ("Jetstream").

Pursuant to the Agreement, Jetstream is obligated to deliver to Paradyne certain assets that are in the possession of Jabil Circuit, Inc., consisting of the assets listed on Exhibit A hereto together with certain inventory held by Jabil for the purpose of producing products on behalf of Jetstream (the "Jabil Assets").

Jetstream and Jabil are currently in negotiations regarding the Jabil Assets and Jetstream will not be able to deliver those assets to Paradyne at closing of the transaction described in the Agreement.

Additionally, Jetstream has been unable to locate lab and test equipment with an approximate fair market value of \$4,000 that it is obligated to sell to Paradyne pursuant to the Agreement.

Additionally, Paradyne has committed to expend approximately \$5,000 in patent fees on behalf of Jetstream to avoid abandonment of certain intellectual property Jetstream has an obligation to deliver to Paradyne.

Paradyne is willing to close the transaction on the following terms:

1. At closing, Paradyne will wire transfer Two Million Four Hundred Thousand Dollars (\$2,400,000) to Jetstream, representing the unpaid balance of the

Purchase Price. At closing, the deposit amount (\$600,000) is released and becomes the property of Jetstream.

2. Jetstream will deliver to Paradyne (i) all Assets described in the Agreement, except the Jabil Assets and the unlocated lab and test equipment listed on Exhibit B, and (ii) certain additional assets that will be included in the bill of sale to be delivered by Jetstream at closing.
3. Jetstream agrees that it will continue to negotiate in good faith with Jabil and will use its best efforts to reach an agreement with Jabil pursuant to which the Jabil Assets are delivered to Paradyne at no additional cost to Paradyne.
4. At closing, Jetstream will segregate the assets listed on Exhibit B (the "Segregated Assets") and keep such assets in a single secure location within the Jetstream facilities. In the event that the Jabil Assets have not been delivered to Paradyne within thirty days after the closing date, Jetstream will, at its expense and for no additional consideration, deliver the Segregated Assets to locations designated by Paradyne.

If the foregoing properly reflects your understanding of our discussions, please sign a copy of this letter and return it to me via facsimile transmission at (727) 532-5599.

We look forward to your prompt reply.

Paradyne Networks, Inc.

By: 
Patrick M. Murphy, Senior Vice President
and Chief Financial Officer

Accepted and agreed:

Jetstream Communications, Inc.

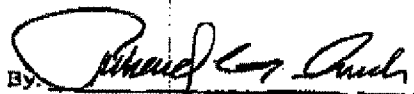
By: 
Richard Couch, Chairman and
Chief Executive Officer

Exhibit A