

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Seren Innovations, Inc.		05/24/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WaveDivision Holdings, LLC		
<b>Street Address:</b>	401 Kirkland Park Place		
<b>Internal Address:</b>	Suite 410		
<b>City:</b>	Kirkland		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98033		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75917619	ASTOUND	
<b>Serial Number:</b>	78315863	WIRE GUARD	
<b>Serial Number:</b>	76186318	ASTOUND NOW	
<b>Serial Number:</b>	76045324	INNOVATIVE COMMUNICATIONS FOR INNOVATIVE BUSINESSES!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)587-2308		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	trademark@cairncross.com		
<b>Correspondent Name:</b>	Joong-Bin Im		
<b>Address Line 1:</b>	524 Second Ave. Ste. 500		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104		
<b>ATTORNEY DOCKET NUMBER:</b>	1118-019		

OP \$115.00 75917619

NAME OF SUBMITTER:	Joong-Bin Im
Signature:	/jbim/
Date:	02/06/2007

**Total Attachments: 19**

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**EXECUTION COPY**

**ASSET PURCHASE AGREEMENT**

**between**

**SEREN INNOVATIONS, INC.,**

**as "Seller,"**

**and**

**WaveDivision Holdings, LLC**

**as "Buyer"**

**May 24, 2005**

"Preliminary Closing Date Net Working Capital" has the meaning given in Section 3.2(b) of this Agreement.

"Preliminary Closing Date Recurring Monthly Revenue" has the meaning given in Section 3.4(b) of this Agreement.

"Proprietary Asset" means any patent, patent application, trademark (whether registered or unregistered and whether or not relating to a published work), trademark application, trade name, fictitious business name, service mark (whether registered or unregistered), service mark application, copyright (whether registered or unregistered), copyright application, maskwork, maskwork application, trade secret, technology, know how, computer software, invention, design, blueprint, engineering drawing, URL, domain name, or other intellectual property right owned by Seller and used in the operation of the System.

"Purchased Assets" (a) means all of the assets, properties, privileges, rights, interests and claims, tangible and intangible, real and personal, that are used exclusively in connection with, or otherwise relate exclusively to, the operation of the System, and those assets, properties, privileges, rights, interests and claims that are not used exclusively in connection with, and do not otherwise relate exclusively to, the operation of the System but are nevertheless identified in clause (b) of this definition of Purchased Assets, as the same shall exist in each case on the Closing Date, and (b) without limiting the generality of clause (a) of this definition of Purchased Assets, shall include, but shall not be limited to, the following:

- (i) all of the Franchises, Licenses and other Governmental Authorizations;
- (ii) all System Contracts, any Amended Convergys Agreement and any retransmission consent agreements and non-disclosure and confidentiality agreements listed on Schedule 1(a) (within 90 days following the date of this Agreement, Buyer and Seller shall amend Schedule 1(a) to include any retransmission consent agreements and any non-disclosure and confidentiality agreements that will be assigned by Seller and assumed by Buyer, as determined by Buyer in its sole discretion) (all System Contracts, any Amended Convergys Agreement and any and all retransmission consent agreements and non-disclosure and confidentiality agreements listed on Schedule 1(a) at the Closing being referred to collectively as the "Assumed Contracts");
- (iii) all of the Intangibles;
- (iv) all of the Equipment, including the Equipment listed on Schedule 1(a);
- (v) all of the Real Property;
- (vi) all Accounts Receivable and prepaid expenses relating exclusively to the Purchased Assets or the operation of the System;
- (vii) all Records;
- (viii) to the extent transferable, all rights under warranties from vendors and other third parties that relate to the Purchased Assets; and

"Transferred Employee" has the meaning given in Section 8.5(b).

"Transferred Proprietary Assets" has the meaning given in Section 6.8.

"Transition Services" has the meaning given in Section 8.9.

"Transition Services Agreement" has the meaning given in Section 8.9.

"Treasury Regulations" means the regulations issued by the IRS, Department of Treasury, as in effect at the time of this Agreement.

"WARN Act" means the Worker Adjustment and Retraining Notification Act, as amended as of the date of this Agreement.

## ARTICLE 2

### SALE OF PURCHASED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

2.1 Sale of Purchased Assets. On the terms and subject to the conditions contained in this Agreement, at the Closing, Seller will sell, assign, transfer, convey and deliver to Buyer, and Buyer will purchase and acquire from Seller, all of Seller's rights, title or other interests in and to the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances. All of Seller's rights and interests in and to the Purchased Assets are intended to be transferred to Buyer, whether or not such assets are described in the Schedules.

2.2 Assumed Liabilities. On the terms and subject to the conditions contained in this Agreement, at the Closing, Buyer will assume and thereafter pay, perform or otherwise discharge the following liabilities and obligations (the "Assumed Liabilities"):

(a) liabilities and obligations under the Assumed Contracts and other contracts entered into by Seller between the date hereof and the Closing Date in accordance with the provisions of Section 6.1(d) hereof, liabilities and obligations under the Real Property Leases, and liabilities and obligations under the Franchises, Licenses and other Governmental Authorizations included in the Purchased Assets, in each case accruing during and relating to the period from and after the Closing Date (other than liabilities and obligations directly attributable to any failure by Seller to comply with the terms thereof);

(b) liabilities and obligations that are included in System Current Liabilities; and

(c) liabilities and obligations arising out of Buyer's ownership or operation of the System from and after the Closing, except to the extent that any such liability or obligation relates to any of the Excluded Assets.

2.3 Excluded Liabilities. Notwithstanding any provision in this Agreement or any Related Agreement to the contrary, Buyer shall assume only the Assumed Liabilities and is not assuming and shall not be responsible for any other liability or obligation of Seller or any of its Affiliates (or any predecessor owner of all or any part of the System, the Purchased Assets or Seller's business or assets) of whatever nature, whether presently in existence or arising hereafter, known or unknown, contingent or otherwise. All obligations and liabilities other than

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered as of the date first written above; provided, however, that this Agreement shall not become effective, and shall not be enforceable against either of the Parties, unless and until approved by the board of directors of Xcel Energy Inc. (the "Xcel Board Approval") on or before May 26, 2005. If the Xcel Board Approval is given on or before May 26, 2005, this Agreement shall thereupon be deemed effective as of the date first written above. If the Xcel Board Approval is not given on or before May 26, 2005, this Agreement shall be deemed null and void ab inito.

**SELLER:**

**BUYER:**

**SEREN INNOVATIONS, INC**

**WAVEDIVISION HOLDINGS, LLC**

By: \_\_\_\_\_

Name: RICHARD C. KELLY  
Title: CHAIRMAN

By: \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered as of the date first written above; provided, however, that this Agreement shall not become effective, and shall not be enforceable against either of the Parties, unless and until approved by the board of directors of Xcel Energy Inc. (the "Xcel Board Approval") on or before May 26, 2005. If the Xcel Board Approval is given on or before May 26, 2005, this Agreement shall thereupon be deemed effective as of the date first written above. If the Xcel Board Approval is not given on or before May 26, 2005, this Agreement shall be deemed null and void ab inito.

SELLER:

SEREN INNOVATIONS, INC.

By: \_\_\_\_\_

Name:  
Title:

BUYER:

WAVEDIVISION HOLDINGS, LLC

By: 

Name: Steven B. Weed  
Title: Chief Executive Officer



U.S. Bancorp Center  
800 Nicollet Mall, Suite 3000  
Minneapolis, Minnesota 55402

March 23, 2006

Via Overnight Courier

WaveDivision Holding, LLC  
401 Kirkland Park Place, Suite 410  
Kirkland, WA 98033  
Attention: Steven Weed, Chief Executive Officer  
Facsimile No.: (425) 576-8221

Cairncross & Hempelmann, P.S.  
524 Second Avenue, Suite 500  
Seattle, WA 98104  
Attention: James A. Penney, Esq.  
Facsimile No.: (206) 587-2308

Sandler Capital Management  
711 Fifth Avenue, 15<sup>th</sup> Floor  
New York, New York 10022  
Attention: William A. Bianco, Esq.  
Facsimile No.: (212) 826-0280

Re: Asset Purchase Agreement dated May 24, 2005 ("Agreement"), between Seren Innovation, Inc., ("Seller") and Wave Division Holdings, LLC, ("Buyer").

Subject: Proprietary Assets – Trademarks

Per a discussion with Jim Penny, enclosed are the certificates of registration pertaining to trademarks considered Purchased Assets, which correspond to the following registration numbers:

2428402  
2514542  
2684436  
2955759

Additionally, please contact Seller's intellectual property counsel, Gregory C. Golla of the law firm of Merchant & Gould, with direction on the transfer of files he may have pertaining to these trademarks. He may be reached at the following address and phone number:

**TRADEMARK**  
**REEL: 003476 FRAME: 0111**





U.S. Bancorp Center  
800 Nicollet Mall, Suite 3000  
Minneapolis, Minnesota 55402

Merchant & Gould  
3200 IDS Center  
80 South Eight Street  
Minneapolis, MN 55402-2215

Phone: 612-332-5300

All terms used but not defined herein shall have the meanings set forth in the Agreement.

If you have any questions, please contact Michael Yazvec 612-215-4579.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paras Shah'.

Paras Shah  
Director, Business Development

Enclosures

CC: Gregory Golla, Merchant & Gould – without Enclosures

# The United States of America



## CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

*The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.*

*The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.*

*A copy of the Mark and pertinent data from the application are part of this certificate.*

*This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.*



*Nicholas P. Galoi*

Acting Director of the United States Patent and Trademark Office

TRADEMARK  
REEL: 003476 FRAME: 0113

## Requirements for Maintaining a Federal Trademark Registration

### SECTION 8: AFFIDAVIT OF CONTINUED USE

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

- i) At the end of 6 years following the date of registration.
- ii) At the end of each successive 10-year period following the date of registration.

*Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.*

### SECTION 9: APPLICATION FOR RENEWAL

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

*Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.*

**No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.**

Int. Cl.: 38

Prior U.S. Cls.: 100, 101 and 104

Reg. No. 2,428,402

United States Patent and Trademark Office

Registered Feb. 13, 2001

SERVICE MARK  
PRINCIPAL REGISTER



SEREN INNOVATIONS, INC. (MINNESOTA CORPORATION)  
10 SOUTH FIFTH STREET  
SUITE 840  
MINNEAPOLIS, MN 55402

FOR: TELECOMMUNICATION SERVICES, NAME-  
LY, PROVIDING AND OPERATING A FIBER OPTIC  
NETWORK TO PROVIDE VOICE, DATA, VIDEO,  
TWO-WAY COMMUNICATION AND INTERACTIVE

INFORMATION; THE TRANSMISSION OF VOICE,  
VIDEO AND DATA BY ELECTRONIC MEANS AND  
FIBER OPTIC NETWORKS, IN CLASS 38 (U.S. CLS.  
100, 101 AND 104).

FIRST USE 9-15-1999; IN COMMERCE 9-15-1999.  
OWNER OF U.S. REG. NO. 2,358,610.

SER. NO. 75-917,619, FILED 2-14-2000.

ANDY COREA, EXAMINING ATTORNEY

TRADEMARK

REEL: 003476 FRAME: 0115

# The United States of America



## CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

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*The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.*

*A copy of the Mark and pertinent data from the application are part of this certificate.*

*To avoid CANCELLATION of the registration, the owner of the registration must submit a declaration of continued use or excusable non-use between the fifth and sixth years after the registration date. (See next page for more information.) Assuming such a declaration is properly filed, the registration will remain in force for ten (10) years, unless terminated by an order of the Commissioner for Trademarks or a federal court. (See next page for information on maintenance requirements for successive ten-year periods.)*



*Jon W. I. Dudas*

Director of the United States Patent and Trademark Office

## REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

### Requirements in the First Ten Years\*

#### *What and When to File:*

- **First Filing:** A Declaration of Continued Use (or Excusable Non-use), filed between the 5<sup>th</sup> and 6<sup>th</sup> years after the registration date. (See 15 U.S.C. §1058; 37 C.F.R. §2.161.)
- **Second Filing:** A Declaration of Continued Use (or Excusable Non-use) **and** an Application for Renewal, filed between the 9<sup>th</sup> and 10<sup>th</sup> years after the registration date. (See 15 U.S.C. §1058 and §1059; 37 C.F.R. §2.161 and 2.183.)

### Requirements in Successive Ten-Year Periods\*

#### *What and When to File:*

- A Declaration of Continued Use (or Excusable Non-use) **and** an Application for Renewal, filed between each 9<sup>th</sup> and 10<sup>th</sup>-year period after the date when the first ten-year period ends. (See 15 U.S.C. §1058 and §1059; 37 C.F.R. §2.161 and 2.183.)

### Grace Period Filings\*

There is a six-month grace period for filing the documents listed above, with payment of an additional fee.

The U.S. Patent and Trademark Office (USPTO) will **NOT** send you any future notice or reminder of these filing requirements. Therefore, you should contact the USPTO approximately one year prior to the deadlines set forth above to determine the requirements and fees for submission of the required filings.

**NOTE:** *Electronic forms for the above documents, as well as information regarding current filing requirements and fees, are available online at the USPTO web site:*

[www.uspto.gov](http://www.uspto.gov)

**YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT  
FILE THE DOCUMENTS IDENTIFIED ABOVE DURING THE  
SPECIFIED TIME PERIODS.**

\*Exception for the Extensions of Protection under the Madrid Protocol:  
The holder of an international registration with an extension of protection to the United States must file, under slightly different time periods, a Declaration of Continued Use (or Excusable Non-use) at the USPTO. See 15 U.S.C. §1141k; 37 C.F.R. §7.36. The renewal of an international registration, however, must be filed at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol. See 15 U.S.C. §1141j; 37 C.F.R. §7.41.

Int. Cl.: 37

Prior U.S. Cls.: 100, 103, and 106

**United States Patent and Trademark Office**

Reg. No. 2,955,759

Registered May 24, 2005

**SERVICE MARK  
PRINCIPAL REGISTER**

**WIRE GUARD**

SEREN INNOVATIONS, INC. (MINNESOTA CORPORATION)  
SUITE 500  
15 SOUTH FIFTH STREET  
MINNEAPOLIS, MN 55402

FOR: COMPUTER NETWORK AND WIRING MAINTENANCE SERVICES, NAMELY, MAINTENANCE OF NETWORK WIRING AND WIRE MAINTENANCE SERVICE, THE MAINTENANCE OF THE NETWORK INTERFACE CARD IN THE PC, MAINTENANCE OF INSIDE TELEPHONE WIRE, INSIDE TELEVISION CABLE WIRE, INSIDE DATA WIRE

AND INSIDE JACKS, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 10-28-2003; IN COMMERCE 10-28-2003.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "WIRE", APART FROM THE MARK AS SHOWN.

SN 78-315,863, FILED 10-20-2003.

ANDREW BENZMILLER, EXAMINING ATTORNEY

TRADEMARK

REEL: 003476 FRAME: 0118

# The United States of America



## CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

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*A copy of the Mark and pertinent data from the application are part of this certificate.*

*This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.*



A handwritten signature in cursive script, reading "James P. Jones".

Director of the United States Patent and Trademark Office



## **Requirements for Maintaining a Federal Trademark Registration**

### **SECTION 8: AFFIDAVIT OF CONTINUED USE**

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

- i) At the end of 6 years following the date of registration.
- ii) At the end of each successive 10-year period following the date of registration.

*Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.*

### **SECTION 9: APPLICATION FOR RENEWAL**

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

*Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.*

**No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.**

Int. Cl.: 38

Prior U.S. Cls.: 100, 101, and 104

United States Patent and Trademark Office

Reg. No. 2,684,436

Registered Feb. 4, 2003

SERVICE MARK  
PRINCIPAL REGISTER



SEREN INNOVATIONS, INC. (MINNESOTA CORPORATION)  
15 SOUTH FIFTH STREET SUITE 500  
MINNEAPOLIS, MN 55402

FOR: TELECOMMUNICATION SERVICES, NAMELY, PROVIDING AND OPERATING A FIBER OPTIC NETWORK TO PROVIDE VOICE, DATA, VIDEO, TWO-WAY COMMUNICATION AND INTERACTIVE INFORMATION; THE TRANSMISSION OF VOICE, VIDEO AND DATA BY

ELECTRONIC MEANS AND FIBER OPTIC NETWORKS, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 10-4-2000; IN COMMERCE 10-4-2000.

OWNER OF U.S. REG. NOS. 2,358,610 AND 2,428,402.

SN 76-186,318, FILED 12-21-2000.

CHRIS WELLS, EXAMINING ATTORNEY

TRADEMARK

REEL: 003476 FRAME: 0121

# The United States of America



## CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

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*A copy of the Mark and pertinent data from the application are part of this certificate.*

*This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.*



*Nicholas P. Ebdici*

Acting Director of the United States Patent and Trademark Office

TRADEMARK  
REEL: 003476 FRAME: 0122

**Requirements for Maintaining a  
Federal Trademark Registration**

**SECTION 8: AFFIDAVIT OF CONTINUED USE**

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Int. Cl.: 38

Prior U.S. Cls.: 100, 101 and 104

Reg. No. 2,514,542

United States Patent and Trademark Office

Registered Dec. 4, 2001

**SERVICE MARK  
PRINCIPAL REGISTER**

**INNOVATIVE COMMUNICATIONS FOR INNOVATIVE BUSINESSES!**

SEREN INNOVATIONS, INC. (MINNESOTA CORPORATION)  
15 SOUTH FIFTH STREET  
SUITE 500  
MINNEAPOLIS, MN 55402

FOR: TELECOMMUNICATION SERVICES, NAMELY, PROVIDING AND OPERATING A FIBER OPTIC NETWORK TO PROVIDE VOICE, DATA, VIDEO, TWO-WAY COMMUNICATION AND INTERACTIVE INFORMATION; THE TRANSMIS-

SION OF VOICE, VIDEO AND DATA BY ELECTRONIC MEANS AND FIBER OPTIC NETWORKS, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 1-15-2000; IN COMMERCE 1-15-2000.

SER. NO. 76-045,324, FILED 5-10-2000.

PATRICIA HORRALL, EXAMINING ATTORNEY