TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Certification by Secured Party of Foreclosure Upon Assets In Accordance With

Security Agreement and Bill Of Sale

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Brown Family Trust		12/21/2009	TRUST: ALASKA

RECEIVING PARTY DATA

Name:	Proginet Accelerator, Inc.	
Street Address:	200 Garden City Plaza	
City:	Garden City	
State/Country:	NEW YORK	
Postal Code:	11530	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3602142	ROCKETSTREAM
Serial Number:	77559170	ROCKETSTREAM
Serial Number:	77747224	

CORRESPONDENCE DATA

Fax Number: (212)336-8001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-336-8000

Email: ptodocket@arelaw.com

Correspondent Name: Amster, Rothstein & Ebenstein LLP

Address Line 1: 90 Park Avenue, 21st Floor

Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER: 69807/1

NAME OF SUBMITTER: Philip H. Gottfried, Esq.

TRADEMARK REEL: 004119 FRAME: 0367 3602142

CH COUNT

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Signature:	/Philip H. Gottfried/		
Date:	12/23/2009		
Total Attachments: 5 source=Proginet Accelerator - USPTO Certificate#page1.tif source=Proginet Accelerator - USPTO Certificate#page2.tif source=Proginet Accelerator - USPTO Certificate#page3.tif source=Proginet Accelerator - USPTO Certificate#page4.tif			

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CERTIFICATE

The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the document, declares that all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

The undersigned hereby certifies that he is the Trustee of The Brown Family Trust, an Alaskan Trust, and further certifies on behalf of the Brown Family Trust as follows in connection with the Guarantee and Collateral Agreement dated March 31, 2009 made by Voyant International Corporation, Rocketstream, Inc., and Zeros & Ones Technologies, Inc. as Grantors in favor of The Brown Family Trust as Secured Party. (the "Collateral Agreement") (capitalized terms used herein and not otherwise descried have the meanings ascribed thereto in the Collateral Agreement):

- 1. The following assets (the "Assets") were pledged as security under the Collateral Agreement recorded with the United States Patent and Trademark Office.
 - Patent Application No.12/182,978 entitled "Data Transfer Acceleration Systems and Associated Methods" filed on July 30, 2008 (Recorded at Reel/Frame No. 022546/0621 on April 14, 2009).
 - Trademark Registration No. 3,602,142 registered on April 7, 2009 (Recorded at Reel/Frame 003966/0148 on April 3, 2009).
 - Trademark Serial No. 77/559,170 filed on August 29, 2008 (Recorded at Reel/Frame 003966/0148 on April 3, 2009)
 - Trademark Serial No. 77/747224 filed on May 28, 2009.
- 2. The Brown Family Trust has foreclosed upon the Assets in accordance with all applicable state laws.
- Attached hereto as <u>Exhibit A</u> is the Bill of Sale dated as of the date hereof, selling assets secured by the Collateral Agreement, including the Assets, to Proginet Accelerator, Inc., a Delaware corporation.

Dated: December 21, 2009

Daryl D. Brown

Trustee, The Brown Family Trust

EXHIBIT A

See attached Bill of Sale

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BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is entered into as of December 21, 2009, by The Brown Family Trust, an Alaskan trust ("Seller"), for the benefit of Proginet Accelerator, Inc. a Delaware corporation and wholly owned subsidiary of Proginet Corporation, a Delaware corporation ("Buyer").

RECITALS

- A. The Assets (as defined below) were pledged as security for a certain debt obligation of Voyant International Corporation ("Voyant"), evidenced by one or more secured promissory notes (collectively, as amended, modified, restated, and/or supplemented from time to time, the "Note").
- B. The indebtedness evidenced by the Note is secured by, inter alia, that certain Guarantee and Collateral Agreement executed as of March 31, 2009, by Voyant, RocketStream, Inc., and Zeros & Ones Technologies, Inc. (collectively, "Debtor") (the "Collateral Agreement").
- C. Voyant is in default under the Note.
- D. On the date hereof, Seller sold the Assets at a public foreclosure sale to Buyer.

AGREEMENTS

In consideration of the premises and the mutual covenants herein contained, for payment by Buyer to Seller of the Purchase Price (as defined below) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Definitions</u>. The following terms have the meaning provided below:
- "Assets" refers to the items and materials described on Exhibit A attached to and made a part of this Bill of Sale.
- "<u>Purchase Price</u>" means the final consideration bid by Buyer at the foreclosure sale and accepted by Seller as the winning bid, as documented between them.
- 2. <u>Sale and Transfer of Assets</u>. Seller does hereby sell, transfer, and deliver to Buyer all of Debtor's right, title, and interest in and to the Assets, free and clear of Seller's lien thereon.
- 3. No Warranty. THE CONVEYANCE OF THE ASSETS PURSUANT HERETO IS MADE ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE TITLE, VALUE, VALIDITY, CONDITION, MERCHANTABILITY, ASSIGNABILITY, ENFORCEABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE ASSETS OR ANY OTHER MATTER RELATING TO THE ASSETS.

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- 4. <u>Further Assurances</u>. Seller agrees that at any time and from time to time, after the execution of this Bill of Sale, upon the request and at the expense of Buyer, to execute, acknowledge, and deliver all such further assignments, transfers, conveyances, and assurances as may be required or reasonably appropriate for the consummation of the transactions contemplated by this Bill of Sale. Notwithstanding the foregoing, Seller gives no assurance that Debtor will provide assistance in the transfer of the Assets or in any other matter relating to the Assets.
- 5. Governing Law. All questions concerning the construction, validity and interpretation of this Bill of Sale will be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale as of December 2009.

THE BROWN FAMILY TRUST, an Alaskan trust

By:

Daryl D. Brown, Trustee

Received and Acknowledged:

BUYER:

PROGINET ACCELERATOR, INC.

Ву:

Name:

Title:

Orndut + LRC

EXHIBIT A

- 1. Patent Application No. 12/182,978 entitled "Data Transfer Acceleration Systems and Associated Methods" filed on July 30, 2008 with the U.S. Patent & Trademark Office.
- 2. The following software and all intellectual property rights, including any copyright rights, relating to:
 - RocketStream Client
 - RocketStream Station
 - RocketStream Server
 - RocketStream SDK
 - License Server (which is an ASP.NET application running in a hosted environment)

and including all source code for Linux and Windows versions, and the following for each component:

- Key generation software and other utility software
- Build scripts
- 3. Trademark Serial No. 77/559,115 filed on August 29, 2008 with the U.S. Patent & Trademark Office.
- 4. Trademark Serial No. 77/559,170 filed on August 29, 2008 with the U.S. Patent & Trademark Office.
- 5. Trademark Serial No. 77/747224 filed on May 28, 2009 with the U.S. Patent & Trademark Office.
- 6. Domain name and website content for the following:
 - Rocketstream.com
 - · Rocketstream.net
 - Rocketstream.jp
- 7. The following Rocketstream hardware:
 - SVN/Development Server(s)
 - Network emulation device
 - Technician Workstation
- 8. The OEM License and Resell Agreement dated June 2, 2008, as amended November 9th, 2009, between Proginet Corporation and Voyant International Corporation.
- 9. Physical soft copies of all data room documentation related to the Assets.

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RECORDED: 12/23/2009