



To the Assistant Commissioner for Patents: Please

102435804

1. Name of conveying party(ies):
Charles Douglas Bauer

4-30-03

2. Name and address of receiving party(ies):
Name: **Charles Douglas Bauer**
Address: **2929 Allen Parkway, Suite 2200
Houston, Texas 77019**

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

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Bill of Sale
- Merger
- Change of Name

Execution Date: 14 January 2002

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

- A. Patent Application No.(s)
- B. Patent No.(s)
- C. Attorney Docket No.

(See Attachment)

Additional numbers attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James E. Walton
Address: HILL & HUNN, LLP
201 Main Street, Suite 1440
Fort Worth, Texas 76102

6. Total number of applications and patents involved 12

- 7. Total fee (37 CFR 1.21(h)) \$ 480.00
 Enclosed
 Authorized to be charged to deposit account (or Authorized to charge deposit account for any additional fees due)
- 8. Deposit account number:
50-1060 (Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James E. Walton
Name of Person Signing

James E. Walton
Signature

4/25/03
Date

Total number of pages including cover sheet, attachments, and documents: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Patents
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2003 APR 30 AM 10:36
FINANCE SECTION

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Attachment to Assignment Recordation Cover Sheet

Design Patents

D443,839

D444,081

D450,606

D451,038

Provisional Patent Applications

60/172,675

60/194,644

60/229,235

60/232,063

Utility Patent Applications

09/745,617

09/826,448

09/944,482

10/240,642

BILL OF SALE

STATE OF TEXAS §
COUNTY OF DALLAS §

C. DOUGLAS BAUER ("Seller") pursuant to Section 9.610 of the Tex. Bus. & Comm. Code, for and in consideration of the payment of the sum of \$250,000.00 does hereby grant, bargain, convey, sell and transfer to C. DOUGLAS BAUER ("Buyer"), and Buyer's successors and assigns, all of Seller's right, title and interest in and to the personal property (wherever located) listed on Exhibit A (attached hereto, the "Property"). To have and hold, all and singular, the Property to Buyer, and Buyer's successors and assigns to Buyer's use forever.

Seller warrants that pursuant to Section 9.610 of the Tex. Bus. & Comm. Code it has the legal possession of and valid and enforceable title to the Property and hereby delivers title thereto to Buyer free and clear of any and all liens, security agreements, encumbrances and taxes. No warranty or representation exists as to the merchantability or fitness for use or a particular purpose. SELLER IS SELLING THE DESCRIBED PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS AND DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO SUCH PROPERTY.

Seller hereby binds itself, and its successors and assigns, to warrant and defend the title to the Property described herein to Buyer, and Buyer's successors and assigns, forever against every person whomsoever lawfully claiming or to claim such herein described property or any part thereof.

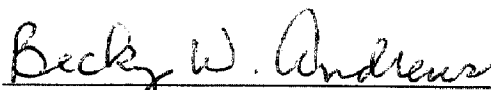
The Property was obtained from **STICK NETWORKS, INC.** ("Debtor") of 3800 Commerce Street, Suite 212, Dallas, Texas 75226 under the terms of a Security Agreement between Debtor and Seller dated as of August 14, 2001. This sale has been authorized pursuant to that certain Agreed Order Granting C. Douglas Bauer's Motion for Relief From The Automatic Stay entered by the Bankruptcy Court for the Northern District of Texas (Dallas Division) on December 7, 2001 in *In Re: Stick Networks, Inc.* (Case No. 01-39422 BJH). This Bill of Sale shall be effective as to the transfer of Property listed herein as of January 14, 2002.

Seller:


C. DOUGLAS BAUER

This instrument was acknowledged before me January __, 2002, by C. DOUGLAS BAUER known to me to the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

[SEAL]


Notary Public, State of Texas

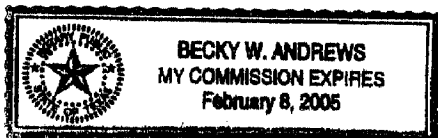


EXHIBIT A

All right, title and interest of Debtor now owned in and to the following (collectively, the "Property"):

1. All equipment and fixtures (including, without limitation, furniture, vehicles and other machinery and office equipment), together with all additions and accessions thereto and replacements therefor;
2. All inventory, together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor;
3. All accounts, chattel paper, contract rights and rights to the payment of money;
4. All general intangibles, including, without limitation, (i) customer and supplier lists and contracts, books and records, insurance policies, tax refunds, contracts for the purchase of real or personal property; (ii) all patents, copyrights, trademarks, trade names, service marks and other intellectual property rights (including, but not limited to those specifically set forth below), (iii) all licenses to use, applications for, and other rights to, such patents, copyrights, trademarks, trade names and service marks, and (iv) all goodwill of Debtor;
5. All deposit accounts, money, instruments and documents; and
6. All proceeds of the foregoing (including, without limitation, whatever is receivable or received when Property or proceeds is sold, collected, exchanged, returned substituted or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Property, and all rights to payment with respect to any cause of action affecting or relating to the Property).

Notwithstanding the foregoing, the term "Property" shall not include any property, rights or licenses to the extent the granting of a security interest therein (i) would not be contrary to applicable law or (ii) is prohibited by or would constitute a default under any agreement or document governing such property, rights or licenses (but only to the extent such prohibition is enforceable under applicable law).

**PATENT APPLICATIONS, PATENTS AND TRADEMARKS
OF DEBTOR**

<i>Application No.</i>	<i>Filing Date</i>	<i>Name of Applicant</i>	<i>Title of Invention</i>
29/129,066	09/05/2000	Brandenberg, et al.	Location aware wireless communication appliance
29/129,064	09/05/2000	Brandenberg, et al.	Location aware wireless communication appliance
60/232,063	09/12/2000	Barbre, et al.	Thumb optimized keypad for personal computing device
09/745,617	12/20/2000	Brandenberg, et al.	Physical configuration of a hand-held

			electronic communication device
09/826,448	04/04/2001	Brandenberg, et al.	
<i>Patent No.</i>	<i>Date of Patent</i>	<i>Assignee</i>	<i>Title of Invention</i>
US D443,839 S	06/19/2001	Stick Networks, Inc.	Location-aware wireless communication appliance
US D444,081 S	06/26/2001	Stick Networks, Inc.	Location-aware wireless communication appliance
<i>Serial No.</i>	<i>Date of Filing</i>	<i>Owner Name</i>	<i>Mark</i>
75/887423	01/03/2000	Stick Networks, Inc.	Stick Networks
75/886652	01/03/2000	Stick Networks, Inc.	Service Mark
75/886653	01/03/2000	Stick Networks, Inc.	Stickon
75/887420	01/03/2000	Stick Networks, Inc.	Netstick
75/887422	01/03/2000	Stick Networks, Inc.	Stickpeople
75/887421	01/03/2000	Stick Networks, Inc.	Stick Networks
75/886654	01/03/2000	Stick Networks, Inc.	Sticke
75/887373	01/04/2000	Stick Networks, Inc.	Stickenergy
75/933029	03/02/2000	Stick Networks, Inc.	Digital Peripheral Vision
75/934642	03/03/2000	Stick Networks, Inc.	Awareness Appliance
76/024689	04/13/2000	Stick Networks, Inc.	"PDN"

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