1. Name of Conveying party(ies): \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	SHEET  39567  Services as record the attached original documents or copy thereof.
To the Honorable Commissioner for Pa 10258  1. Name of Conveying party(ies): \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	39567
1. Name of Conveying party(ies): \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	,,
Convergent Investors VI, L.P. Suite 300 111 Congress Avenue Austin, TX 78701	
State of Incorporation: <b>Texas</b> Additional name(s) of conveying party(ies)	Additional name(s) & address(es) attached?  Yes □ No ⊠
attached? Yes No No	
3. Nature of conveyance:  Assignment	203 OCT 28 NO OPR/FINA
4. If this document is being filed together with a new ap	pplication, the execution date of the application
A. Patent Application No.(s) 09/912,954 (Our Ref. 2502455.991131/TNS1136	B. Patent No.(s)
Additional numbers	s attached? ⊠ <b>Yes</b> : ☐ No
<ol> <li>Name and address of party to whom correspondence concerning document should be mailed:</li> <li>Name Customer No. 25094         <ul> <li>Gray Cary Ware &amp; Freidenrich LLP</li> <li>1221 So. MoPac Expressway</li> </ul> </li> </ol>	<ul> <li>6. Total number of Applications and patents involved: 1</li> <li>7. Total fee (37 CFR 3.41) \$ 40.00</li> <li>8. ☑ Enclosed</li> </ul>
Suite 400 Austin, Texas 78746	<ol> <li>Authorized to charge the recordation fee or any underpayment to deposit account No. <u>50-0456</u>.</li> <li>A duplicate copy of this page is attached.</li> </ol>
DON	NOT USE THIS SPACE
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	Certificate of Mailing Under 37 C.F.R. 1.10  I hereby certify that this document is being deposited with the U.S. Postal Service as Express First Class Mail No. EV351125215US in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA
Steven R. Sprinkle Reg. No. 40,825  003 ECDOPER 00000090 09912954 021 40.00 0P	22312-1450 on <b>October 28, 2003</b> .

#### TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into effective as of March 25, 2003 (the "Effective Date") by and among Convergent Investors VI, L.P. ("Assignor") and TNS Holdings, Inc. ("Assignee").

#### **RECITALS**

WHEREAS, Assignor holds the Assets (as defined below) in its capacity as Collateral Agent under a Collateral Agent and Security Agreement (the "Security Agreement") dated April 16, 2002 by and among Convergent, Austin Ventures VI, L.P., Austin Ventures VI Affiliates Fund, L.P., Sternhill Partners I, L.P. and Sternhill Affiliates I, L.P; and

WHEREAS, Assignor desires to transfer and assign the Assets to Assignee, for the benefit of all Secured Parties under the Security Agreement, and Assignee desires to accept such assignment and transfer and to assume all of Assignor's rights and obligations relating to the Assets.

#### AGREEMENT:

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment of Assets. Assignor hereby assigns and conveys to Assignee all of the assets acquired by Assignor pursuant to the Trustee's Bill of Sale Foreclosing Security Interest dated December 23, 2002 by and between Assignor (as Buyer) and Vincent L. Hazen (as Trustee), in consideration of Assignee's issuance of an aggregate of 1,000 shares of its common stock to the "Secured Parties" under the Security Agreement, to be allocated in accordance with the schedule on Exhibit A.
- 2. <u>Assumption of Obligations</u>. Assignee hereby assumes all risks, liabilities, rights and obligations with respect to the Assets. Assignee expressly agrees to indemnify and hold Assignor harmless from and against any and all claims, arising after the date hereof, that may be asserted against Assignor, or its successor or assigns, pursuant or relating to the Assets or any of the risks, liabilities or obligations assumed by Assignee hereunder.

#### 3. Disclaimer:

THE ASSIGNMENT OF THE ASSETS IS MADE ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS. ASSIGNEE EXPRESSLY ACKNOWLEDGES THAT ASSIGNOR MAKES NO WARRANTY OR

Assignment and Assumption Agreement - TNS Holdings.doc

REPRESENTATION WITH RESPECT TO THE ASSETS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE, HABITABILITY, MERCHANTABILITY, COMPLIANCE WITH LAWS, OR FITNESS FOR A PARTICULAR PURPOSE. ASSIGNEE ACKNOWLEDGES ASSIGNOR WOULD NOT BE WILLING TO ASSIGN AND CONVEY THE ASSETS TO ASSIGNEE IN CONSIDERATION OF THE PURCHASE PRICE UNLESS THESE DISCLAIMER PROVISIONS WERE INCLUDED.

- 4. Further Acts. The parties agree to execute any further instruments or perform any acts which are or may become reasonably necessary to carry out the intent of this Agreement.
- 5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

"Assignor"

#### CONVERGENT INVESTORS VI, L.P.

By: Convergent Investors GP, L.P., its General Partner

By: Convergent Investors LLC, its General Partner

Name: WKLAPOHAUZU-

Title: MANMORA

"Assignee"

TNS HOLDIA

Assignment and Assumption Agreement - TNS Holdings.doc

# TNS HOLDINGS, INC. (a Texas Corporation)

#### Unanimous Written Consent of the Board of Directors

March 25, 2003

Pursuant to Article 9.10B of the Texas Business Corporation Act, the undersigned, being all of the members of the Board of Directors of TNS Holdings, Inc., a Texas corporation (the "Company"), waiving all notice, hereby adopt the resolutions attached hereto as Annex 1 without the holding of a meeting, such resolutions to have the same force and effect as if they had been adopted at a duly called and held meeting of the Board of Directors of the Company, and direct that a copy thereof be filed with the minutes of the proceedings of the directors of the Company.

IN WITNESS WHEREOF, the undersigned have executed this consent to be effective as of the date first above written.

1.

Willard Hanzlik	<del></del>
James M. Mons Jammy Mansour	<b></b>
Johnny Mansour	
Ed Olkalia	
Robert Stearns	

TNS Holdings Organizational Consent\_1.DOC

# TNS HOLDINGS, INC. (a Texas Corporation)

#### Unanimous Written Consent of the Board of Directors

March 25, 2003

Pursuant to Article 9.10B of the Texas Business Corporation Act, the undersigned, being all of the members of the Board of Directors of TNS Holdings, Inc., a Texas corporation (the "Company"), waiving all notice, hereby adopt the resolutions attached hereto as <u>Annex 1</u> without the holding of a meeting, such resolutions to have the same force and effect as if they had been adopted at a duly called and held meeting of the Board of Directors of the Company, and direct that a copy thereof be filed with the minutes of the proceedings of the directors of the Company.

IN WITNESS WHEREOF, the undersigned have executed this consent to be effective as of the date first above written.

Willard Hanzlik	
Jimmy Mansour	
Ed Ölkalla	4
Ed Ölkalla	
Dohert Stearns	·

TNS Holdings Organizational Consent\_1.DOC

FRX NO. :7136223529

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Apr. 02 2003 04:43PM P2/3

# TNS HOLDINGS, INC. (a Texas Corporation)

#### Unanimous Written Consent of the Board of Directors

March 25, 2003

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IN WITNESS WHEREOF, the undersigned have executed this consent to be effective as of the date first above written.

v	Villard Hanzlik	
j	immy Mansour	
(ī	) Ed Olkalia	
2		
ī	allert Stehrns	

TNS Holdings Organizational Consent\_I.DOC

#### MANAGEMENT FEE AGREEMENT

The undersigned hereby agree that Convergent Investors VI, L.P. shall be entitled to a management fee of \$50,000 (the "Fee") as compensation for past and future efforts and expenses related to its responsibilities as Collateral Agent under the Collateral Agent and Security Agreement (the "Security Agreement") dated April 16, 2002 by and among Convergent, Austin Ventures VI, L.P., Austin Ventures VI Affiliates Fund, L.P., Sternhill Partners I, L.P. and Sternhill Affiliates I, L.P., and its ongoing provision of certain management services to TNS Holdings, Inc. ("TNSH").

The Fee shall be paid by TNSH in cash, as and when determined by the Board of Directors of TNSH, who shall examine the availability of funds to pay the Fee, and the advisability of making full or partial payment against the Fee, on at least a quarterly basis.

The Fee shall be paid in full prior to the declaration or payment of any dividends or other distributions (cash or otherwise) to the stockholders of TNSH.

\* \* \* \* \*

The undersigned have executed this Management Fee Agreement effective March 25, 2003.

1

# By: Convergent Investors GP, L.P., its General Partner By: Convergent Investors LLC, its General Partner By: Will AND HANGE Title: Make V AUSTIN VENTURES VI, L.P. By: AV Partners VI, L.P., its general partner By: Name: Title:

Management Fee Agreement - TNS Holdings.DOC

05/19/2003 MON 15:46 [TX/RX NO 6872]

#### MANAGEMENT FEE AGREEMENT

The undersigned hereby agree that Convergent Investors VI, L.P. shall be entitled to a management fee of \$50,000 (the "Fee") as compensation for past and future efforts and expenses related to its responsibilities as Collateral Agent under the Collateral Agent and Security Agreement (the "Security Agreement") dated April 16, 2002 by and among Convergent, Austin Ventures VI, L.P., Austin Ventures VI Affiliates Fund, L.P., Sternhill Partners I, L.P. and Sternhill Affiliates I, L.P., and its ongoing provision of certain management services to TNS Holdings, Inc. ("TNSH").

The Fee shall be paid by TNSH in cash, as and when determined by the Board of Directors of TNSH, who shall examine the availability of funds to pay the Fee, and the advisability of making full or partial payment against the Fee, on at least a quarterly basis.

The Fee shall be paid in full prior to the declaration or payment of any dividends or other distributions (cash or otherwise) to the stockholders of TNSH.

\* \* \* \* \*

The undersigned have executed this Management Fee Agreement effective March 25, 2003.

#### CONVERGENT INVESTORS VI, L.P.

By: Convergent Investors GP, L.P., its General Partner

By: Convergent Investors LLC, its General Partner

By:
Name:
Title:

#### AUSTIN VENTURES VI, L.P.

By: AV Partners VI, L.P., its general partner

By: Name:
Title:

Management Fee Agreement - TNS Holdings.DOC

1

AUSTIN VENTURES VI AFFILIATES FUND, L.P.
By: AV Partners VI, L.P., its general partner
By: KANUNIO OCRAA
Name:
Title:
STERNHILL PARTNERS I, L.P.
By:
Name:
Title:
STERNHILL AFFILIATES I, L.P.
Ву:
Name:
Title:
Acknowledged and agreed:
TNS HOLDINGS, INC.
Ву:
Name:

Management Fee Agreement - TNS Holdings.DOC

Title:

05/19/2003 MON 15:46 [TX/RX NO 6872]

PATENT REEL: 014638 FRAME: 0664

2

austin ventures vi affiliates fund, l.p.
By: AV Partners VI, L.P., its general partner
By:
Title:
STERNHILL PARTNERS I, L.P.
Ву:
Name: Title:
STERNHILL AFFILIATES I, L.P.
By:
Name: Title:
Acknowledged and agreed:
TNS HOLDINGS, INC.

Namo: Titlo:

Management For Agreement - TNS Holdings, DOC

2

05/19/2003 MON 15:46 [TX/RX NO 6872]

AUSTIN VENTURES VI AFFILIATES FUND, L.P.

By: AV Partners VI, L.P., its general partner

By: Name: Title:

STERNHILL PARTNERS I, L.P.

By: Name: Title:

STERNHILL AFFILIATES I, L.P.

By: Name: Title:

Acknowledged and agreed:

TNS HOLDINGS ANC.

Name:

Christopher Jean

Management Fee Agreement - TNS Holdings.DOC

2

# TRUSTEE'S BILL OF SALE FORECLOSING SECURITY INTEREST

数数据 "我只要你没有一起,我就是一样的。"

Date:

December 23, 2002

.... PAR VIE 1/6 8V10

Trustee:

Vincent L. Hazen 810 West 10<sup>th</sup> Street Austin, Texas 78701

Vincent L. Hazen was appointed as substitute trustee in the Notice of Posting for Foreclosure. The term "Trustee" herein shall be synonymous with Vincent L. Hazen.

#### Security Agreement:

Instrument:

Collateral Agent and Security Agreement

Date:

April 16, 2002

Grantor/Debtor: Times N Systems, Inc.

Lender/Creditor: Convergent Investors VI, L.P.

#### Property:

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; (iii) all licenses to use, applications for, and other rights to, such patents, copyrights, trademarks, trade names and service marks, and (iv) all goodwill.

Date of Sale:

December 23, 2002

Time of Sale:

10:00 o'clock a.m.

Place of Sale:

Law office of Hazen & Terrill, P.C., 810 West 10th Street, Austin, Texas

78701.

Buyer:

Convergent Investors VI, L.P.

Buyer's Address:

111 Congress Ave., #3000

Austin, Texas 78701

Amount of Sale:

\$1,000 (credited to indebtedness)

03/18/2003 TUE 15:11 [TX/RX NO 6289]

Ø 004

Times N Systems, Inc., the Grantor/Debtor has defaulted in performing the obligations of the Collateral Agent and Security Agreement and the Holder is entitled to foreclose its security interest pursuant to the terms of the Collateral Agent and Security Agreement. Holder of the Collateral Agent and Security Agreement has directed Trustee to enforce the security interest in the Collateral Agent and Security Agreement.

Notice stating the time, place, and terms of sale of the Property were published in the Austin American Statesman, posted and filed and as shown by the affidavit attached to this deed and incorporated in it by this reference. Holder either personally, or by agent, served notice of the sale to the debtor, and Trustee sold the Property to Buyer, who was the highest bidder at the public auction, for the Amount of Sale. The sale was made on the Date of Sale, began at the Time of Sale, and was concluded by 10:10 a.m. The Trustee's Affidavit is attached hereto as Exhibit A and is incorporated by reference at this point.

Trustee, subject to any prior liens and other exceptions to conveyance and warranty in the Collateral Agent and Security Agreement and for the Amount of Sale paid by Buyer as consideration, grants, sells, and conveys the Property to Buyer, "AS IS," together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever. Trustee binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Buyer and Buyer's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the prior liens and other exceptions to conveyance and warranty in the Collateral Agent and Security Agreement.

TRUSTEE HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY AND THE PROPERTY IS SOLD TO BUYER "AS IS, WHERE IS, AND WITH ALL FAULTS." FURTHER, THE TRUSTEE HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE EXISTENCE OF LIENS, JUDGMENTS, ENCUMBRANCES AND RESTRICTIONS.

Vincent L. Hazen/Trastee

03/18/2003 TUE 15:11 [TX/RX NO 6289]

#### ACKNOWLEDGMENT

STATE OF TEXAS

§

**COUNTY OF TRAVIS** 

8

This instrument was acknowledged before me on the  $23^{\rm rd}$  day of December 2002, by Vincent L. Hazen, Trustee.

ATER

taly Public, State of Texa

03/18/2003 TUE 15:11 [TX/RX NO 6289]

PATENT

#### TRUSTEE'S AFFIDAVIT

Date:

December 23, 2002

Affiant:

Vincent L. Hazen 810 West 10th Street Austin, Texas 78701

Instrument: Collateral Agent and Security Agreement

April 16, 2002.

Grantor/Debtor:

Times N Systems, Inc.

Lender/Creditor:

Convergent Investors VI, L.P.

#### Property:

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; (iii) all licenses to use, applications for, and other rights to, such patents, copyrights, trademarks, trade names and service marks, and (iv) all goodwill.

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

- 1) This afficiavit is made with respect to the foreclosure pursuant to the Collateral Agent and Security Agreement that occurred on December 23, 2002.
- 2) Attached to this affidavit is a true and correct copy of the Notice of Trustee's Sale that Affiant filed with the Travis County Clerk's office and posted at the place at the Travis County Courthouse designated by the county commissioner's court for foreclosure sales.
- The trustee's sale took place on December 23, 2002, at approximately 10:00 o'clock, a.m. at the 3) offices of Hazen & Terrill, P.C., located at 810 West 10th Street, Austin, Texas 78701.
- 4) Prior to the trustee's sale, Affiant personally gave notice of the sale to the Debtor's attorney of record, who is:

Douglas Stum Diamond, McCarthy, Taylor & Finley 6504 Bridgepoint Parkway, Suite 400 Austin, Texas 78730



03/18/2003 TUE 15:11 [TX/RX NO 6289]

Vincent L. Hazen Trustee

#### ACKNOWLEDGMENT

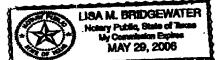
STATE OF TEXAS

§

**COUNTY OF TRAVIS** 

8

This instrument was acknowledged before me on the 23 rd d ay of December 2002, by Vincent L. Hazen, Trustee.



otary Public, State of Texa

03/18/2003 TUE 15:11 [TX/RX NO 6289]

# NOTICE OF PUBLIC SALE

Notice is hereby given that Convergent Investors VI, L.P. will sell by public auction the following property belonging to Times N Systems, Inc.:

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; (iii) all licenses to use, applications for, and other rights to, such patents, copyrights, trademarks, trade names and service marks, and (iv) all goodwill.

The sale will occur on Monday, December 23, 2002 at 10:00 am at 810 West 10<sup>th</sup> Street, Austin, Texas 78701.



Came to hand and preted on a Bulletin Board to the Courthouse,
Austin, Travie County, Incap on the the day of

Denne SeBeautyoir

County Clerk, Travia County, Texas

By

Deputy

V. BENAVIDES

03/18/2003 TUB 15:11 [TX/RX NO 6289]

# Austin American-Statesman

PO#: Ad ID#:

CCNN02400

Acct#: 5124749100

Account Name: HAZEN & TERRILL

**HAZEN & TERRILL** 810 W 10TH ST AUSTIN.TX

78701

#### AFFIDAVIT OF PUBLICATION

#### THE STATE OF TEXAS **COUNTY OF TRAVIS**

Before me, the undersigned authority, a Notary Public in and for the County of Travis, State of Texas, on this day personally appeared:

Classified Advertising Agent of the Austin American-Statesman, a daily newspaper published in said County and State that is generally circulated in Travis, Hays, Burnet and Williamson Counties, who being duly sworn by me, states that the attached advertisement was published in said newspaper on the following dates, to wit:

First Published:

12/14/02

Last Published:

12/14/02

Times Published:

Classification:

9980

Lines:

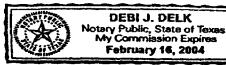
25

Cost:

\$106.00

and that the attached is a true copy of said advertisement.

SWORN AND SUBSCRIBED TO BEFORE ME, this the



Notary Public in and for TRAVIS COUNTY, TEXAS

305 South Congress Ave., P.O. Box 670, Austin, Texas 78767-0670 512-445-3832

03/18/2003 TUE 15:11 [TX/RX NO 6289]

**PATENT** 

WINDOW ON STATE GOVERNMENT

CAROLE KEETON STRAYHORN Texas Computabler of Public Accounts



#### **Texas Taxes**

# Certification of Account Status

**Detailed Instructions** 

### **Franchise Tax Certification of Account** Status

Return to: Corporation Search Results Return to: Corporation Search Certificates for filing with the Secretary of State to dissolve, merge, withdraw, or convert are not available through this Web site at this time. For more information see Publication 98-336, Requirements to Change Corporate Status.



Company Information:

TNS HOLDINGS INC

**800 BRAZOS ST STE 1100** AUSTIN, TX 78701-2553

Status:

IN GOOD STANDING NOT FOR **DISSOLUTION OR WITHDRAWAL** 

through April 5, 2004

Registered Agent:

CAPITOL CORPORATE SERVICES,

INC.

800 BRAZOS SUITE 1100

**AUSTIN, TX 78701** 

Registered Agent Resignation

Date:

State of Incorporation:

TX

File Number:

0800161151

Charter/COA Date:

January 7, 2003

Charter/COA Type:

Charter

Taxpayer Number:

32009968168

Carole Keeton Strayhorn Texas Comptroller of Public Accounts

Window on State Government Contact Us

http://ecpa.cpa.state.tx.us/coa/servlet/cpa.app.coa.CoaGetTp?Pq=t... 7/29/2003

WINDOW ON STATE GOVERNMENT

CAROLE KEETON STRAYHORN Texas Comptroller of Public Accounts



#### Texas Taxes

# Certification of Account Status

**Detailed Instructions** 

#### Officers and Directors TNS HOLDINGS INC

Return to: Corporation Search Results Return to: Corporation Search

Officer and director information on this site is obtained from the most recent Public Information Report (PIR) processed by the Secretary of State (SOS). PIRs filed with annual franchise tax reports are forwarded to the SOS. After processing, the SOS sends the Comptroller an electronic copy of the information, which is displayed on this web site. The information will be updated as changes are received from the SOS.

You may order a copy of a Public Information Report from open.records@cpa.state.tx.us or Comptroller of Public Accounts, Open Government Division, PO Box 13528, Austin, Texas 78711.

Title:

Name and Address:

**Expiration/Resignation** 

Date:

DIRECTOR

**ED OLKALLA** 

300 WEST 6TH ST STE 2300

**AUSTIN, TX 78701** 

**DIRECTOR** 

JIMMY MANSOUR

111 CONGRESS AVE STE

3000

**AUSTIN, TX 78701** 

DIRECTOR

**ROBERT STEARNS** 

777 POST OAK BLVD STE 250

HOUSTON, TX 77056

**DIRECTOR** 

**WILLARD HANZLIK** 

111 CONGRESS AVE STE

3000

**AUSTIN, TX 78701** 

Carole Keeton Strayhorn Texas Comptroller of Public Accounts Window on State Government Contact Us Privacy and Security Policy

http://ecpa.cpa.state.tx.us/coa/servlet/cpa.app.coa.CoaOfficer

7/29/2003

PATENT

# 34265903488 CORPORATE RECORDS & BUSINESS REGISTRATIONS

This Record Last Updated:07/06/2003
Database Last Updated:07-28-2003
Update Frequency:DAILY
Current Date:07/29/2003
Source:AS REPORTED BY THE SECRETARY OF STATE OR
OTHER OFFICIAL SOURCE

#### COMPANY INFORMATION

Name: TNS HOLDINGS, INC.

#### FILING INFORMATION

Filing Date:01/07/2003
State of Incorporation:TEXAS
Date Incorporated:01/07/2003
Duration:PERPETUAL
Status:IN EXISTENCE
Corporation Type:NOT AVAILABLE
Business Type:DOMESTIC CORPORATION
Address Type:MAILING
Registration ID#:0800161151
Where Filed:SECRETARY OF STATE
1019 BRAZOS ST
AUSTIN, TX 78701

#### REGISTERED AGENT INFORMATION

Agent Name: CAPITOL CORPORATE SERVICES, INC. Address: 800 BRAZOS; SUITE 1100 AUSTIN, TX 78701

#### PRINCIPAL INFORMATION

Name:WILLARD HANZLIK
Title:DIRECTOR
Address:111 CONGRESS AVE;STE 3000
AUSTIN, TX 78701
Name:JIMMY MANSOUR
Title:DIRECTOR
Address:111 CONGRESS AVE;STE 3000
AUSTIN, TX 78701
Name:ED OLKALLA
Title:DIRECTOR
Address:300 WEST 6TH ST;STE 2300
AUSTIN, TX 78701
Name:ROBERT STEARNS
Title:DIRECTOR
Address:777 POST OAK BLVD;STE 250

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HOUSTON, TX 77056

#### AMENDMENT INFORMATION

Amendments:01/07/2003 MISCELLANEOUS; ARTICLES OF INCORPORATION

#### ADDITIONAL DETAIL INFORMATION

THE PRECEDING PUBLIC RECORD DATA IS FOR INFORMATION PURPOSES ONLY AND IS NOT THE OFFICIAL RECORD. CERTIFIED COPIES CAN ONLY BE OBTAINED FROM THE OFFICIAL SOURCE.

END OF DOCUMENT

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PATENT REEL: 014638 FRAME: 0677

**RECORDED: 10/28/2003**