

07-21-2004

Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/20)

Tab settings ⇨⇨⇨ □



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SHEET

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

7.19.04

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Convergent Investors VI, L.P.  
111 Congress Avenue, Ste. 3000  
Austin, TX 78701Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 03/25/03

## 2. Name and address of receiving party(ies)

Name: TNS Holdings, Inc.

Internal Address: \_\_\_\_\_

Street Address: 800 Brazos Street, Suite 1100

City: Austin State: TX Zip: 78701

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

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

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

A. Patent Application No.(s) 09/912,870

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? ☐ Yes ☒ No

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

Name: Gray Cary Ware &amp; Freidenrich LLP

Internal Address: Alan A. Limbach

Street Address: 1221 So. MoPac Expressway

Suite 400

City: Austin State: TX Zip: 78746-6875

6. Total number of applications and patents involved 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number: 50-0456

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

Customer No. 25094

*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.*

Alan A. Limbach, Reg. No. 39,749

Name of Person Signing

Signature

July 15, 2004

Date

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

22

07/20/2004 EDOOPER 00000000 09912870

01 FC:8021

40.00

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231American LegalNet, Inc.  
www.USCourtForms.comPATENT  
REEL: 015569 FRAME: 0501

# 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. Assumption of Obligations. 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

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 THAT 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

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

Name: WILLARDIANZU

Title: MANAGER

**"Assignee"**

**TNS HOLDINGS INC.**

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

Name: Christopher Roman

Title: Secretary

**TNS HOLDINGS, INC.**  
**(a Texas Corporation)**

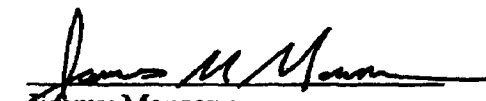
**Unanimous Written Consent of the Board of Directors**

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.

  
\_\_\_\_\_  
Wilford Hanzlik

  
\_\_\_\_\_  
Jimmy Mansour

\_\_\_\_\_  
Ed Olkalla

\_\_\_\_\_  
Robert Stearns

**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.

\_\_\_\_\_  
Willard Hanzlik

\_\_\_\_\_  
Jimmy Mansour

  
\_\_\_\_\_  
Ed Olkalla

\_\_\_\_\_  
Robert Stearns

**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.

\_\_\_\_\_  
Willard Hanzlik

\_\_\_\_\_  
Jimmy Mansour

\_\_\_\_\_  
Ed Olkalla

\_\_\_\_\_  
Robert Stearns

TNS Holdings Organizational Consent\_1.DOC

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

PATENT  
REEL: 015569 FRAME: 0506

**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.

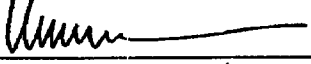
\* \* \* \* \*

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: *William D. Danneil*  
Title: *Manager*

**AUSTIN VENTURES VI, L.P.**

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

By: \_\_\_\_\_  
Name:  
Title:

## 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: BRUNN OUNA  
Name:  
Title:



**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, INC.**

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

Name:

Title:

**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: \_\_\_\_\_

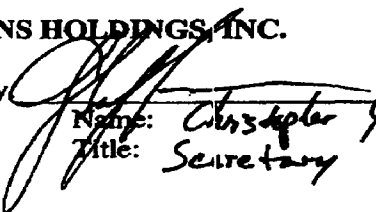
Acknowledged and agreed:

**TNS HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**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, INC.**By:  \_\_\_\_\_  
Name: Christopher Yeman  
Title: Secretary

**TRUSTEE'S BILL OF SALE  
FORECLOSING SECURITY INTEREST**

**Date:** December 23, 2002

**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 10<sup>th</sup> Street, Austin, Texas 78701.

**Buyer:** Convergent Investors VI, L.P.

**Buyer's Address:** 111 Congress Ave., #3000  
Austin, Texas 78701

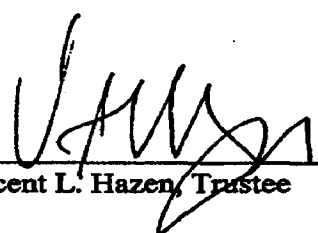
**Amount of Sale:** \$1,000 (credited to indebtedness)

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, Trustee

**ACKNOWLEDGMENT****STATE OF TEXAS**

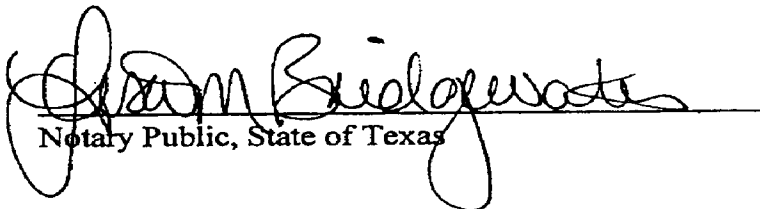
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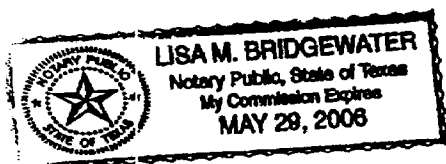
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**COUNTY OF TRAVIS**

§

This instrument was acknowledged before me on the 23<sup>rd</sup> day of December 2002, by Vincent L. Hazen, Trustee.

  
Notary Public, State of Texas



**TRUSTEE'S AFFIDAVIT**

**Date:** December 23, 2002

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

**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.

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

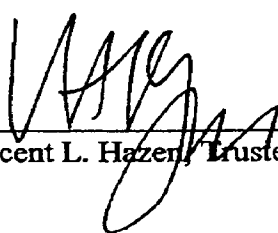
- 1) This affidavit is made with respect to the foreclosure pursuant to the Collateral Agent and Security Agreement that occurred on December 23, 2002.
- 2) Attached to this affidavit is a true and correct copy of the Notice of Trustee's Sale that Affiant filed with the Travis County Clerk's office and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

**EXHIBIT A**

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

**PATENT**  
**REEL: 015569 FRAME: 0515**

  
\_\_\_\_\_  
Vincent L. Hazen, Trustee

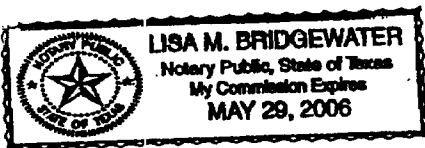
**ACKNOWLEDGMENT**

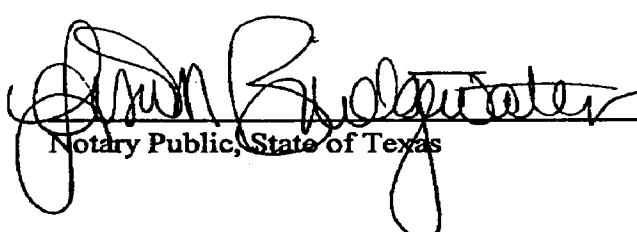
**STATE OF TEXAS**

§  
§  
§

**COUNTY OF TRAVIS**

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



  
\_\_\_\_\_  
Notary Public, State of Texas



# 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 posted on a Bulletin Board in the Courthouse,  
Austin, Travis County, Texas on this the \_\_\_\_\_ day of \_\_\_\_\_

*Dana DeBeauvoir*  
County Clerk, Travis County, Texas

By \_\_\_\_\_ Deputy

V. BENAVIDES

**Austin American-Statesman**

PO#: CCNN02400  
Ad ID#: 5124749100  
Acct#: HAZEN & TERRILL  
Account Name:

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:

FRANK PUCKETT

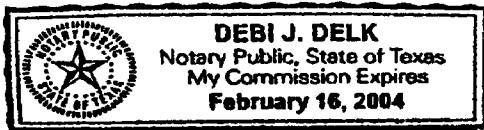
Classified Advertising Agent of the Austin American-Statesman, a daily newspaper  
published in said County and State that is generally circulated in Travis, Hays, Burnet  
and Williamson Counties, who being duly sworn by me, states that the attached  
advertisement was published in said newspaper on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

First Published:	12/14/02	Last Published:	12/14/02
Times Published:	1	Classification:	9980
Lines:	25	Cost:	\$106.00

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

Frank Puckett

SWORN AND SUBSCRIBED TO BEFORE ME, this the 14 day of Dec 2002.



Debi J. Delk  
Notary Public in and for  
TRAVIS COUNTY, TEXAS

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

WINDOW ON STATE GOVERNMENT

CAROLE KEETON STRAYHORN Texas Comptroller 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.

## Certificate of Account Status

## Officers And Directors Information

## 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?Pg=t...> 7/29/2003

**PATENT**  
**REEL: 015569 FRAME: 0519**



## 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](mailto:open.records@cpa.state.tx.us) or Comptroller of Public Accounts, Open Government Division, PO Box 13528, Austin, Texas 78711.

<b>Title:</b>	<b>Name and Address:</b>	<b>Expiration/Resignation Date:</b>
<i>DIRECTOR</i>	<b>ED OLKALLA</b> 300 WEST 6TH ST STE 2300 AUSTIN, TX 78701	
<i>DIRECTOR</i>	<b>JIMMY MANSOUR</b> 111 CONGRESS AVE STE 3000 AUSTIN, TX 78701	
<i>DIRECTOR</i>	<b>ROBERT STEARNS</b> 777 POST OAK BLVD STE 250  HOUSTON, TX 77056	
<i>DIRECTOR</i>	<b>WILLARD HANZLIK</b> 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

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  
HOUSTON, TX 77056

**AMENDMENT INFORMATION**

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

**ADDITIONAL DETAIL INFORMATION**

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