

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Record to remove 2 numbers 2,344,194 and 2,515,691 from an assignment document previously recorded on Reel 015177, frame 0296

CONVEYING PARTY DATA

Name	Execution Date
CMA Business Credit Services	08/08/2002

RECEIVING PARTY DATA

Name:	New Cross Technologies, Inc.
Street Address:	1300 Bayshore Highway
City:	Burlingame
State/Country:	CALIFORNIA
Postal Code:	94025

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	09691950
Application Number:	09754965
Application Number:	10026093

CORRESPONDENCE DATA

Fax Number: (650)474-8401
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (650) 474-8400
Email: ptomatters@glenn-law.com
Correspondent Name: Glenn Patent Group
Address Line 1: 3475 Edison Way, Suite L
Address Line 4: Menlo Park, CALIFORNIA 94025

NAME OF SUBMITTER:

Michael A. Glenn

Total Attachments: 7

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PATENT

REEL: 015796 FRAME: 0903

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of August 8, 2002, is made and entered into by and between **NEW CROSS TECHNOLOGIES, INC.**, a Delaware corporation (the "Purchaser") and **CMA BUSINESS CREDIT SERVICES**, Assignee for the Benefit of Creditors of Tollbridge Technologies, Inc., a California corporation (the "Seller"), pursuant to that public auction held August 7, 2002, at which Purchaser agreed to purchase all of Tollbridge's right, title and interest to its intellectual property, including, but not limited to the assets set forth in **Exhibit A** ("Purchased Assets") for the sum of \$74,346.53.

For the consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Seller hereby sells, conveys, transfers, assigns, and delivers to the Purchaser all of its right, title and interest in and to the Purchased Assets;

The Seller hereby constitutes and appoints Purchaser, its successors and assigns, as its true and lawful attorney, in the name of either Purchaser or the Seller (as Purchaser shall determine in its sole discretion) but for the benefit and at the expense of Purchaser, except as set forth herein (i) to institute and prosecute all proceedings which Purchaser may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Purchased Assets; (ii) to defend or compromise any and all actions, suits or proceedings in respect to any of the Purchased Assets, and to do all such acts and things in relation thereto as Purchaser shall deem advisable; and (iii) to take all actions which Purchaser may reasonably deem proper in order to provide for Purchaser the benefits under any of the Purchased Assets where any required consent of another party to the sale or assignment thereof to Purchaser pursuant to the Agreement shall not have been obtained. The Seller acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable. Purchaser shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, but Purchaser has no rights to any amounts payable to Seller or Tollbridge Technologies prior to August 7, 2002.

The parties expressly agree that the Purchaser shall not assume or otherwise become liable for any other obligations or liabilities of the Seller.

At any time or from time to time after the date hereof, Seller shall execute and/or deliver to Purchaser such other instruments, materials and information as Purchaser reasonably requests in order to more effectively transfer, convey and assign to Purchaser, and to confirm Purchaser's title to, all of the Purchased Assets, and to assist Purchaser in exercising any of its rights with respect thereto.

This Bill of Sale, Assignment and Assumption Agreement may be executed in two counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.


COPY

This Bill of Sale, Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, each of the parties have caused this instrument to be signed in its name by its officer/manager thereunto duly authorized on the date first above written.

SELLER:

CMA BUSINESS CREDIT SERVICES,
a California corporation, Assignee for the
Benefit of Creditors of Tollbridge
Technologies, Inc.

By: 
Robert Hoder **ROBERT J. HODER, SECRETARY**

PURCHASER:

NEWCROSS TECHNOLOGIES, INC.,
a Delaware corporation

By: 
Jeff E. Durtsch
Chief Executive Officer

COPY

Credit Managers Association
40 E. Verdugo Avenue
Burbank, CA 91502-1931
(818) 972-5300

Page : 1
Date : 08/08/2002

Buyer Number: 807
New Cross Technologies, Inc.
Jeff Durtschi
1300 Bayshore Highway
Burlingame, CA 94010
Phone (650) 347-5045

Tax Status 1

Prebill
Taxable

Driver's Lic#
Fax Phone

(630) 347-5047

** This is NOT an Invoice **

Lot	Description	Tax	Quantity	Unit Price	Extension Grp
1	Intellectual Property -As Described in Schedules A & B - Subject to Confirmation	N	1	62,500.00	62,500.00
668	ADVANCED BULK CALL SIMULATOR W/CARDS	Y	1	3,800.00	3,800.00
669	ABACUS ADVANCED BULK CALL SIMULATOR	Y	1	0.00	0.00
739	COPPERMOUNTAIN DSLAM CE150 CMTS	Y	1	900.00	900.00

I agree that I have purchased these items as is, where is.

All Purchases Must be Removed no Later than 08/12/2002

Purchases 4 lots 4 items

	Purchases	\$	67,200.00
	Buyer Premium	10.000% \$	6,720.00
Thank you for attending our Auction Sale	Sales Tax 1	5,170.00@ 8.250% \$	426.53
	Balance Due	\$	74,346.53
			=====

Please watch for announcements about
future sales.

Exhibit A
Page 1 of 3

COPY**LOT 1 SCHEDULE A****Intellectual Property Rights of TollBridge Technologies, Inc. consisting of:**

All patents, patent applications, copyrights, trademarks, service marks, trade names, logos, trade secrets, proprietary information, technology rights and licenses, and know-how in or related to TollBridge's TB200 and TB300 voice over Internet Protocol (VoIP) and voice over Packet Cable (VoPC) gateways, as well as TollBridge's TB50 and TB55 Integrated Access Devices (IADs), including, but not limited to:

- Software in source code or human readable format including associated documentation or release notes.
- Any and all copies and backup versions of intellectual property, technology related information and work in progress.
- Engineering and manufacturing diagrams, drawings and schematics.
- Bill of materials (BOM).
- Documents related to the installation, operation, maintenance, repair and support of the above products.
- Documents related to research and development in progress at time of closure.

LOT 1 SCHEDULE B

TollBridge Technologies' Intellectual Property Rights

U.S. Patents

<u>Filing Date</u>	<u>Title</u>
10-18-00	A Method and Apparatus for Inter-Working Line Side Signaling Between Circuit, Packet and Circuit Packet Networks. - U.S. patent application 09/691,950 pending. <i>with draw</i>
1-4-01	A Method and Apparatus for Enabling Cross-Connection Between Circuit Switched Networks and Packet Networks. - U.S. patent application 09/754,965 pending. <i>with draw</i>
12-12-01	A Method and Apparatus for Inter-Working Between V5.X Family Protocols and MGCP Family Protocols. - U.S. patent application 10/026,093 pending. <i>pwr</i>

U.S. Trademarks

<u>Registration No.</u>	<u>Date</u>	<u>Trademarks</u>
2,344,194	4-18-00	TOLLVOICE®
2,515,691	12-4-01	TOLLBRIDGE®

Other Non-registered Trademarks

TollView™

The Voice of Broadband™

TollBridge logo



United States Patent and Trademark Office

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Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
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COPY

Fax Number: (650)474-8401
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6404748400
Email: ptomatters@glennlaw.com
Correspondent Name: Glenn Patent Group
Address Line 1: 3475 Edison Way, Suite L
Address Line 4: Menlo Park, CALIFORNIA 94025

NAME OF SUBMITTER:	Michael A. Glenn
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Signature:	/mag/
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Date:	09/24/2004
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Total Attachments: 5

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RECEIPT INFORMATION

EPAS ID: PAT9328
Receipt Date: 09/24/2004
Fee Amount: \$200

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