# Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:			ASSIGNMENT		
CONVEYING PARTY	CONVEYING PARTY DATA				
Name Execution Date				Execution Date	
Convergent Investors	VI, L.P.			03/25/2003	
RECEIVING PARTY D	ATA				
Name:	TNS Holdings,	, Inc.			
Street Address:	800 Brazos St		Suite 1100		
City:	Austin				
State/Country:	TEXAS				
Postal Code:	78701-2553				
PROPERTY NUMBERS Total: 4					
Property Ty	vpe		Number		
Patent Number: 62955		62955	71		
Patent Number: 64670		64670	11		
Patent Number: 65196		72			
Patent Number: 68922		68922	98		
Patent Number: 6892298   CORRESPONDENCE DATA					
Fax Number:	(650)833 Ne sent via LIS I		hen the fax attempt is unsuccessful.		
Phone:	650-833-				
Email: alan.limbach@dlapiper.com					
Correspondent Name: Alan A. Limbach					
Address Line 1: 2000 University Avenue					
Address Line 2:DLA Piper Rudnick Gray Cary US LLPAddress Line 4:East Palo Alto, CALIFORNIA 94303-2248					
ATTORNEY DOCKET NUMBER:			355015-991100		
NAME OF SUBMITTER:			Alan A. Limbach		
500122355			REEL: (	PATENT 017870 FRAME: 0462	

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Total Attachments: 21	
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# 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. <u>Assignment of Assets</u>. 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 <u>Exhibit A</u>.

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 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. <u>Further Acts.</u> 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. <u>Governing Law</u>. 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: WILLARDHANZLU-

Title: MANMPAL

"Assignee"

TNS HOLDI Christopher Komen Secretory By:

Assignment and Assumption Agreement - TNS Holdings.doc

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

#### 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.

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hmy Mansour

Ed Olkalla

**Robert Stearns** 

TNS Holdings Organizational Consent\_1.DOC

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

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Willard Hanzlik

Jimmy Mansour

MAMA

**Robert Stearns** 

TNS Holdings Organizational Consent\_1.DOC

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

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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 TÌ S

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05/19/2003 MON 15:46 [TI/RI 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: Ullun

Name: Will MD HANELL Title: Mane

AUSTIN VENTURES VI, L.P.

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

By:\_

Name: Title:

Management Fee Agreement - TNS Holdings.DOC

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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: TRANAND

Title:

Management Fee Agreement - TNS Holdings.DOC

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

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

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

YRI 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:

Management Fee Agreement - TNS Holdings.DOC

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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



#### Acknowledged and agreed:

TNS HOLDINGS, INC.

By:

Namo: Titlo:

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05/19/2003 NON 15:48 [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, INC. By Citysdepter Scireton Jeman

Management Fee Agreement - TNS Holdings.DOC

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

#### 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 AgreementDate:April 16, 2002Grantor/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)

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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.

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

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#### ACKNOWLEDGMENT

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### STATE OF TEXAS

### **COUNTY OF TRAVIS**

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

alwat Notary Public, State of Texas



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

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#### **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



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

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Vincent L. Hazer fustee

#### ACKNOWLEDGMENT

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### STATE OF TEXAS

### **COUNTY OF TRAVIS**

This instrument was acknowledged before me on the23rd d ay of December 2002, by Vincent L. Hazen, Trustee.



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>h</sup> Street, Austin, Texas 78701.



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Ð <u>y</u>	County Clerk, Travil County, Texas	
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	V. BENAVIDES	

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# Austin American-Statesman

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

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HAZEN & TERRILL 810 W 10TH ST AUSTIN,TX

78701

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THE STATE OF	TEXAS			
COUNTY OF TR				
State of Texas, or France P Classified Advert published in said and Williamson (	ising Agent of the County and State the Counties, who being	y appeared: ———— Austin American-Stat hat is generally circula g duly sworn by me, s	esman, a daily newspaper ated in Travis, Hays, Burn tates that the attached	
advertisement wa	s published in said	newspaper on the foll	lowing dates, to wit:	
First Published:	12/14/02	Last Published:	12/14/02	
Times Published:	-	Classification:	9980	
Lines:	25	Cost:	\$106.00	
		f said advertisement. Tran	n (Brandt	
SWORN AND S	UBSCRIBED TO	BEFORE ME, this the	e_[Yday of_Dec_	2002.
Nor A	DEBI J. DELK ary Public, State of Texas Ay Commission Expires February 16, 2004	Notary Pr	blic in and for COUNTY, TEXAS	
305 Sou	th Congress Ave., P.	O. Box 670, Austin, Tex	as 78767-0670 512-445-38	32

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

WINDOW ON STATE GOVERNMENT

O THE COMPANY

**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.

TNS HOLDINGS INC 800 BRAZOS ST STE 1100 AUSTIN, TX 78701-2553
IN GOOD STANDING NOT FOR DISSOLUTION OR WITHDRAWAL through April 5, 2004
CAPITOL CORPORATE SERVICES, INC. 800 BRAZOS SUITE 1100 AUSTIN, TX 78701
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0800161151
January 7, 2003
Charter
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

#### WINDOW ON STATE GOVERNMENT

CAROLE KEETON STRAYHORN Texas Comptroller of Public Accounts

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# **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	<b>ED OLKALLA</b> 300 WEST 6TH ST STE 2300 AUSTIN, TX 78701	
DIRECTOR	JIMMY MANSOUR 111 CONGRESS AVE STE 3000	

DIRECTOR ROBERT STEARNS 777 POST OAK BLVD STE 250

**AUSTIN, TX 78701** 

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

#### 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

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#### Page 1

### 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: 017870 FRAME: 0484

**RECORDED: 07/05/2006**