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HAYNSWORTH, MARION, McKAY & GUÉRARD, L.L.P.  
ATTORNEYS AT LAW

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Post Office Box 2048  
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(864) 240-3200  
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134 Meeting Street  
Fourth Floor  
Post Office Box 1119  
Charleston, South Carolina 29402  
(843) 722-7606  
Facsimile (843) 724-8016

March 4, 1999

Reply to Greenville Office  
Direct Dial: 240-3246

VIA FACSIMILE - (850) 487-2214

The Honorable Katherine Harris  
Secretary of State  
Florida Department of State  
PL-02, The Capital  
Tallahassee, FL 32399-0250

Attn: Ms. Louise Jackson

Re: State Communications, Inc.,  
A South Carolina corporation

Dear Ms. Jackson:

Thank you for speaking with me. We represent State Communications, Inc., a South Carolina corporation which is registered in Florida under the fictitious name of State Phone Company.

Our client is desirous of using its official corporate name, State Communications, Inc., in the state of Florida, as it does in other states, and of registering State Communications, Inc. as a service mark.

In furtherance of that effort, our client has acquired rights by assignment from State Communications Inc. a Florida corporation, as reflected in the attached assignment.

As reflected in your records, the Florida corporation, State Communications Inc., was administratively dissolved for not filing an annual report on October 16, 1998.

We understand that the normal process is for your office to withhold authorizing the use of that identical corporate name for one year, pending possible reinstatement.

However, in this instance, the Florida corporation in question has expressly conveyed

Quick Claim Assignment  
+ Assignment are for  
purposes of releasing name  
to South Carolina Corp. SP

Resolution  
dropping  
alternate  
name

FILED  
99 APR - 1 PM 3:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
FILED  
99 APR - 1 PM 3:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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The Honorable Katherine Harris

March 4, 1999

Page 2

all rights to that trade name, corporate name, and mark to our client and has also affirmatively covenanted by notarized assignment not to use or purport to authorize any third party to use any of the Mark(s) (which includes the trade and corporate name) for any purpose at any time after January 11, 1999. Therefore, the Florida corporation may not be reinstated under the name State Communications Inc. or State Communications, Inc.

In addition, the authorized representative of the Florida corporation has also provided a Quitclaim Assignment, a copy of which is also attached. It further assigns to our client all right title and interest in and to the words "STATE COMMUNICATIONS" and/or any confusingly-similar variants thereof.

Therefore, we would appreciate it if you would advise us as to whether you would permit our client to now amend its foreign qualification to drop the fictitious name "State Phone Company" and use its South Carolina corporate name, State Communications, Inc.

If you should have any questions concerning this or if I can provide any additional information to assist you with this, please don't hesitate to let me know. Thank you for your kind assistance. Please provide your response as soon as possible, as our client is in need of moving quickly in this matter.

With best regards, I remain

Very truly yours,

HAYNSWORTH, MARION, McKAY &  
GUÉRARD, L.L.P.

  
Bryan F. Hickey

BFH:rs

cc: Hamilton E. Russell, Jr., Esq.  
Donald S. Showalter, Esq.

HAYNSWORTH, MARION, McKAY & GUÉRARD, L.L.P.  
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March 31, 1999

Reply to the Greenville Office  
Direct Dial (864) 240-3236

**BY FEDERAL EXPRESS**

Ms. Susan Payne  
Florida Secretary of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, FL 32399

RE: State Communications, Inc.

Dear Ms. Payne:

Pursuant to our telephone conversation last week regarding our client's use of their legal name in Florida, State Communications, Inc., a South Carolina corporation (the "Corporation"), attached please find a copy of the corporate resolution executed by all of the Board of Directors of the Corporation which we were informed by your office as being required to effect the name change in Florida. A representative in your office informed me today that the Office of the Florida Secretary of State would take the faxed copy of this resolution.

The filing fee of \$35.00 is attached.

Please stamp the enclosed copy of this letter as "received" and return to my attention as evidence of receipt. I have enclosed a stamped addressed envelope for your convenience.

Please call me at the above number if there are any comments or questions regarding this name change.

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Thanking you for your assistance in this matter, I remain

Very truly yours,

Haynsworth, Marion, McKay, & Guérard L.L.P.

A handwritten signature in cursive script, reading "Ellen L. Swann".

Ellen L. Swann  
Paralegal for Bryan F. Hickey

Attachments

Cc: Hamilton E. Russell, III, Esq.

## QUIT CLAIM ASSIGNMENT

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For One U.S. Dollar (\$1.00 U.S.) and other good and valuable consideration, the receipt, sufficiency, and reasonably equivalent value of which are hereby acknowledged, I, Jose M. Capmany, an individual residing at 7290 West 12th Avenue, Hialeah, Florida 33014 (hereinafter "Assignor") covenant to and by these presents do hereby irrevocably and forever sell, assign, transfer and convey unto State Communications, Inc., a South Carolina corporation having a principal place of business at 200 North Main Street, Suite 303, Greenville, South Carolina 29601 (hereinafter "Assignee"), its successors and assigns, free and clear of any and all liens or encumbrances, the entirety of any and all such right, title and interest as Assignor may hold in and to the tradename "State Communications Inc." and any and all other tradename(s), fictitious name(s), trademark(s), service mark(s), trademark(s), service mark(s), logo(s) and/or design(s), in any block letter and/or stylized form whatsoever which are owned by Assignor and which include, incorporate, comprise and/or consist of the words "STATE COMMUNICATIONS" and/or any confusingly-similar variants thereof (hereinafter collectively referred to as the "Mark(s)") including without limitation the entirety of any and all such right, title and interest Assignor may hold in and to: (a) any and all registrations of the Mark(s), whether state, federal or foreign; (b) any and all applications to register the Mark(s), whether state, federal or foreign; (c) all common law rights in, to and under the Mark(s), including without limitation any and all right(s) of priority and/or other rights which may have arisen by virtue of any usage of any of the Mark(s)

by or on behalf of Assignor anywhere in the State of Florida and/or elsewhere; (d) any and all other rights in, to and under the Mark(s), together with any and all goodwill of the business symbolized by the Mark(s); (e) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Mark(s) and/or the goodwill under the Mark(s); and (f) all claims or causes of action Assignor has or may have in connection with the Mark(s), including, but not limited to, the sole and exclusive right to sue and recover damages for any and all past infringements of the Mark(s).

Assignor acknowledges and agrees that subsequent to the execution of this instrument, Assignor shall neither retain nor hold any interest whatsoever in or to any of the Mark(s) or other subject matter assigned pursuant to this instrument nor shall Assignor retain or hold any license, security interest, reversionary interest or other interest of any type, kind or nature whatsoever in or to either the Mark(s) or any other subject matter assigned pursuant to this Agreement. Accordingly, Assignor covenants not to use or purport to authorize any third party to use any of the Mark(s) for any purpose at any time subsequent to execution of this instrument.

AND, FURTHER, Assignor hereby represents and warrants that it has full right to convey the entire interest herein assigned, and that Assignor has not executed, and hereby covenants not to execute, any agreement, assignment or other instrument inconsistent herewith.

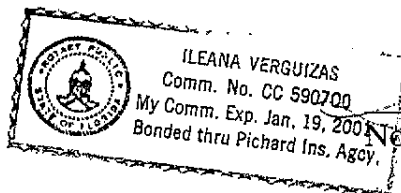
WITNESSETH my hand this 11 day of January, 1999.

  
Jose M. Capmany

STATE OF FLORIDA     )  
                                      )ss:  
COUNTY OF DADE     )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Jose M. Capmany, who is personally known to me ~~or who has produced his~~ \_\_\_\_\_ as identification.

11 WITNESS my hand and official seal in the County and State last aforesaid this day of January, 1999.



\_\_\_\_\_  
Print name here

MY COMMISSION EXPIRES:

FTL1-329398

## ASSIGNMENT

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WHEREAS, State Communications, Inc., a Florida corporation, having a place of business at 8031 West 21st Avenue, Hialeah, Florida 33016 (hereinafter "Assignor"), owns all right, title and interest in and to certain Mark(s) as defined below in the State of Florida and/or elsewhere; and

WHEREAS, State Communications, Inc., a South Carolina corporation, having a place of business at 200 North Main Street, Suite 303, Greenville, South Carolina 29601 (hereinafter "Assignee") is desirous of acquiring Assignor's entire right, title and interest in, to and under the Mark(s), and all goodwill associated therewith;

NOW, THEREFORE, in consideration of the sum of Twelve Hundred U.S. Dollars (\$1,200.00 U.S.) and other good and valuable consideration, the receipt, sufficiency and reasonably equivalent value of which are hereby mutually acknowledged, Assignor covenants to and by these presents does hereby unconditionally, irrevocably and forever sell, assign, transfer and convey unto Assignee, its successors and assigns, free and clear of any and all liens and/or encumbrances, the entirety of Assignors' right title and interest in and to: (a) the tradename "State Communications Inc." and any and all other tradename(s), fictitious name(s), trademark(s), service mark(s), logo(s) and/or design(s), in any block letter and/or stylized form whatsoever which are owned by Assignor and which include, incorporate, comprise and/or consist of the words "STATE COMMUNICATIONS" or any confusingly-similar variants thereof (the foregoing hereinafter collectively referred to as the "Marks"); (b) any and all registrations of the



Mark(s), whether state, federal or foreign; (c) any and all applications to register the Mark(s), whether state, federal or foreign; (d) all common law rights in, to and under the Mark(s), including without limitation any and all right(s) of priority and/or other rights which may have arisen by virtue of any usage of any of the Mark(s) by or on behalf of Assignor anywhere in the State of Florida and/or elsewhere; (e) any and all other rights in, to and under the Mark(s), together with any and all goodwill of the business symbolized by the Mark(s); (f) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Mark(s) and/or the goodwill under the Mark(s); and (g) all claims or causes of action Assignor has or may have in connection with the Mark(s), including but not limited to, the sole and exclusive right to sue and recover damages for any and all past infringements of the Mark(s).

Assignor acknowledges and agrees that subsequent to execution of this instrument, Assignor shall neither retain nor hold interest whatsoever in or to any of the Mark(s) or any other subject matter assigned pursuant to this instrument nor shall Assignor retain or hold any license, security interest, reversionary interest or other interest of any type, kind or nature whatsoever in or to either the Mark(s) or any other subject matter assigned pursuant to this instrument. Accordingly, Assignor covenants not to use or purport to authorize any third party to use any of the Mark(s) for any purpose at any time subsequent to execution of this instrument.

Assignor represents and warrants that Assignor holds all right, title and interest in and to the Mark(s) written within the State of Florida and all goodwill of the business symbolized thereby.

Assignor further represents and warrants that its undersigned representative, Jose M. Capmany, is and has been an officer, director and sole shareholder of Assignor at all times relevant to the transactions effected by this instrument and that said representative is fully possessed of the capacity and authority to execute this instrument on behalf of Assignor.

Assignor represents and warrants that the execution and delivery of this instrument and any and all acts required of Assignor pursuant to the performance hereof have been duly authorized by the board of directors and all shareholders of Assignor.

AND, FURTHER, Assignor hereby represents and warrants that it has full right to convey the entire interest herein assigned, and that it has not executed, and hereby covenants not to execute, any agreement, assignment or other instrument inconsistent herewith.

WITNESSETH my hand this 11 day of January, 1999.

STATE COMMUNICATIONS, INC., a  
Florida corporation

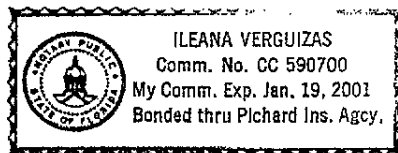
By


  
Jose M. Capmany  
President, Secretary, Treasurer,  
Director and Sole Shareholder

STATE OF FLORIDA     )  
                                  )ss:  
COUNTY OF DADE     )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Jose M. Capmany, the President, Secretary, Treasurer, Director and Sole Shareholder of State Communications, Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_  
as identification.

11<sup>th</sup> WITNESS my hand and official seal in the County and State last aforesaid this  
day of January, 1999.



  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
print name here

MY COMMISSION EXPIRES:

FTL1-329389

FILED

99 APR -1 PM 3:35

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**STATE COMMUNICATIONS, INC.**

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**UNANIMOUS CONSENT RESOLUTION OF THE BOARD OF DIRECTORS**

The undersigned, being all the members of the Board of Directors (the "Board") of State Communications, Inc., a South Carolina corporation (the "Corporation"), pursuant to § 33-8-210(b) of the South Carolina Code of Laws, as amended, do hereby adopt the following resolutions of the Board by unanimous written consent:

WHEREAS, the Corporation is qualified in the State of Florida, and;

WHEREAS, the name of the Corporation was not available at the time the Corporation filed its Application for Authorization to Transact Business in Florida (the "Application") and the Corporation qualified using a fictitious name, State Phone Company; and


WHEREAS, it has come to the attention of the Corporation that the legal name of the Corporation is now available in the State of Florida.

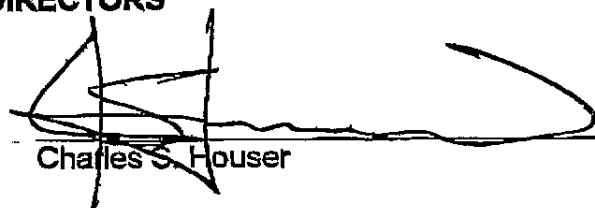
NOW, THEREFORE, BE IT RESOLVED, that the Corporation, pursuant to instructions by the Office of the Secretary of State of Florida, hereby ceases to use its fictitious name in the State of Florida and from henceforth desires to use the Corporation's true and legal name under which it is incorporated, State Communications, Inc.

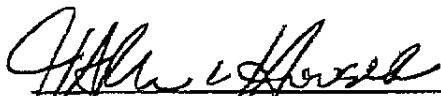
BE IT FURTHER RESOLVED, that the Board does authorize the Chairman of the Board or other such officer of the Corporation to execute and deliver such documents and to take such other and further actions as may be necessary or appropriate to carry out the full intent and purpose of the foregoing resolution.

Adopted this 30 day of March, 1999.

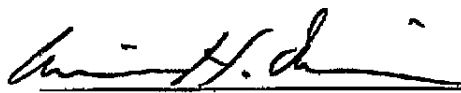
**BOARD OF DIRECTORS**

  
Shaler P. Houser

  
Charles S. Houser

  
Charles L. Hoyer

  
Russell W. Powell

  
Bill Oberlin

  
First Union Capital Partners, Inc.

  
Richard Ventures II, LP