

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

UWO
10.30.00



11-29-2000



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID# _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
08/01/2000

Conveying Party

Name Phillips International, Inc.

Execution Date
Month Day Year
08/01/2000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Maryland

Mark if additional names of conveying parties attached

Receiving Party

Name (line 1) Phillips Management Group, LLC

DBA/AKA/TA _____

Address (line 1) 7811 Montrose Road

Address (line 2) _____

Address (line 3) Potomac Maryland 20854

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be Attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other: A Limited Liability Company

Citizenship/State of Incorporation/Organization Maryland

FOR OFFICE USE ONLY

11-29-2000 MTHAI1 00000382 75838708

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

—Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address Enter for the first Receiving Party Only.
Name _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____

Correspondent Name and Address Area Code and Telephone Number (202) 672-5300
Name Norman J. Rich
Address (line 1) Foley & Lardner
Address (line 2) 3000 K Street, N.W., Suite 500
Address (line 3) Washington, D.C. 20007-5109
Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document
Including any attachments. # 9

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same Property).

SEE ATTACHED EXHIBIT A

| Trademark Application Number(s) | | | Registration Number(s) | | |
|---------------------------------|--|--|------------------------|--|--|
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Number of Properties Enter the total number of properties involved. # 23

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41); \$ 590.00
Method of Payment: Enclosed Deposit Account
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 19-0741
Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Norman J. Rich [Signature] 10/30/00
Name of Person Signing Signature Date

EXHIBIT A
Recordation of Assignment of
Trademark
Registrations and Pending
Applications

From:
PHILLIPS INTERNATIONAL,
INC. ("PII")

To:
PHILLIPS MANAGEMENT
GROUP, LLC ("PMG")

| Mark | Serial No./ Registration No. |
|---|------------------------------------|
| 1. CT | 75/838708 |
| 2. ELECTRONIC MESSAGING NEWS | 1584165 |
| 3. ASIAN AVIATION NEWS | 1843960 |
| 4. WASHINGTON TELECOM NEWS | 1817599 |
| 5. LOCAL TELECOM COMPETITION NEWS | 1837294 |
| 6. PBI (AND DESIGN) | 1849872 |
| 7. EDI NEWS | 1840483 |
| 8. PCS NEWS | 1843946 |
| 9. SECURITY TECHNOLOGY NEWS | 1845262 |
| 10. SATELLITE (99) | 75/571843 |
| 11. DATA CHANNELS | 1119242 |
| 12. WIRELESS BUSINESS AND TECHNOLOGY NEWS | 75/570947 |
| 13. BANK SECURITIES NEWS | 1836436 |
| 14. BANK AUTOMATION NEWS | 1796175 |
| 15. VIDEO MARKETING NEWS | 1800688 |
| 16. VIEWTEXT | 1288982 |
| 17. 21 ST CENTURY FUELS | 1882198 |
| 18. PETRO SYSTEMS WORLD | 1868227 |
| 19. HART NORTHEAST PETROLEUM DIRECTORY | 1802080 |

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Recordation of Assignment of
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From:
PHILLIPS INTERNATIONAL,
INC. ("PII")

To:
PHILLIPS MANAGEMENT
GROUP, LLC ("PMG")

| Mark | Serial No./ Registration No. |
|---|------------------------------------|
| 20. THE PIPELINE PERSONNEL DIRECTORY | 1865463 |
| 21. HART MIDCONTINENT PETROLEUM DIRECTORY | 1797806 |
| 22. PETROLEUM ENGINEER INTERNATIONAL | 1836740 |
| 23. HPI (and Design) | 1821231 |

ASSIGNMENT OF ASSETS AND LIABILITIES

THIS ASSIGNMENT OF ASSETS AND LIABILITIES ("Assignment") is made and entered into as of August 1, 2000 (the "Effective Date"), by and between **PHILLIPS INTERNATIONAL, INC.**, a Maryland corporation ("PII") and **PHILLIPS MANAGEMENT GROUP, LLC**, a Maryland limited liability company ("PMG").

RECITALS:

WHEREAS, PII, PBI, Phillips Business Information, Inc., a Maryland Corporation ("PBI"), Phillips Publishing, Inc., a Maryland corporation ("PPI"), and other United States subsidiaries of PPI and PBI, Fleet National Bank (formerly known as "BankBoston, N.A." and "The First National Bank of Boston") ("Fleet"), SunTrust Bank, Central Florida, N.A. (formerly known as "Crestar Bank") ("SunTrust") and First Union National Bank of North Carolina ("First Union") (Fleet, SunTrust and First Union are hereinafter collectively referred to as "Lenders") are entering into that certain Amendment No. 4 to Credit Agreement which amends that certain Credit Agreement dated as of October 5, 1994 as previously amended by that certain Amendment No. 1 to Credit Agreement dated September 25, 1996, Amendment No. 2 to Credit Agreement dated as of February 15, 1999 and Amendment No. 3 to Credit Agreement dated as of March 29, 2000 (collectively the "Amended Credit Agreement") (the "Loan Transaction"); and

WHEREAS, a condition to the consummation of the credit accommodations set forth in the Amended Credit Agreement is the requirement that PII assign all of its right, title and interest in substantially all of its assets (the "Assets") to PMG, other than its shares of the issued and outstanding common stock of PBI and PPI and its membership interest in PMG; and

WHEREAS, PII desires to assign, transfer and convey to PMG and PMG desires to assume from PII certain Assets and liabilities (the "Liabilities") of PII under the terms and conditions set forth in this Assignment; and

WHEREAS, PII and PMG desires to undertake certain actions in connection with this Assignment.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Effective as of the Effective Date, PII hereby assigns, transfers, bargains and conveys unto PMG, all of PII's right, title and interest in and to the Assets set forth on Exhibit A attached hereto and incorporated by reference herein and the Liabilities set forth on Exhibit B attached hereto and incorporated by reference herein.

2. **Acceptance of Assignment.** Effective as of the Effective Date, PMG accepts the foregoing Assignment of all of PII's right, title and interest in and to the Assets.

3. **Assumption of Liabilities.** Effective as of the Effective Date, PMG agrees to assume and to pay, perform and discharge when due the Liabilities of PII transferred hereunder.

4. **Employees.** Effective as of the Effective Date, the employees of PII have become employees of PMG.

5. **Consents to Assignment of Assets.** PII, at its sole cost and expense, shall be solely responsible for obtaining all consents which are or may be required in connection with the assignment, transfer or conveyance of any Asset and/or Liability of PII. PII shall use its best efforts to obtain any and all consents with respect to the assignment of any Asset and/or Liability described on Exhibit A or Exhibit B, as the case may be.

5. **Condition Precedent.** The obligation of PII to effectuate this Assignment is conditioned upon the contemporaneous consummation of the transactions contemplated under the Loan Transaction. In the event the Loan Transaction is not consummated, this Assignment shall be null and void and of no force and effect.

6. **Miscellaneous.**

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

(b) This Agreement may be executed in several counterparts, each of which shall be deemed an original.

(c) This Agreement constitutes the entire understanding between the parties hereto.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

P11

PHILLIPS INTERNATIONAL, INC.

By: Laurie B. Tawney
Name: LAURIE B. TAWNEY
Title: VICE PRESIDENT & TREASURER

PMG

PHILLIPS MANAGEMENT GROUP, LLC.

By: Phyllis Merrill
Name: PHYLLIS MERRILL
Title: SECRETARY

EXHIBIT A**ASSETS**

1. Ownership interest in Annuncio, Inc. consisting of 25,000 shares of Series D Preferred Stock.
2. Computer servers
3. Software programs and licenses to use software programs
4. Office Equipment
 - a. Furniture, including desks, chairs, tables, credenzas, book cases, lateral files, shelves, cabinets, modular units and partitions, and wall hangings
 - b. Computer hardware, including desktop PC workstations and laptops, CPUs, monitors, personal printers, network printers, accessories, and all connection hardware
 - c. Telephones, including desktop telephone handsets, speaker phones, portable phones, pagers, and any other personal communication devices assigned to/used by all current employees
 - d. Network and application servers
 - e. Other office equipment, including copiers, fax machines, multi-functional devices, shredders, projectors, document imaging equipment, mail order processing equipment, and small appliances.
5. Contracts
 - a. Lease re: 7811 Montrose Road
 - b. Lease re: Gaither Road Storage Facility
6. Notes Receivable
 - a. Promissory Note receivable from Eagle Publishing, Inc.
 - b. Promissory Note receivable from Thomas L. Phillips
 - c. Promissory Note receivable from Robert S. King (3/6/85)
 - d. Promissory Note receivable from Robert S. King (YHI Stock)
7. All Insurance Policies
8. All trademarks, including those set forth in Attachment A, and all internet domain names, including those set forth in Attachment B

9. U.S. Postal Service permit numbers 5239, 6407, 5474 and 839
10. Automobile Leases

C:\LAWYERS\126\AGMTS\Phillips\Exhibit A-Assets.wpd