

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IBJ Whitehall Bank & Trust Company		03/18/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	eTalk Corporation (formerly known as Teknekron Infoswitch Corporation)		
Street Address:	4040 West Royal Lane		
Internal Address:	Suite 100		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063-2825		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75169147	ORCHESTRA	
Serial Number:	75672096		
CORRESPONDENCE DATA			
Fax Number:	(212)806-2560		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-806-5400		
Email:	afisher@stroock.com		
Correspondent Name:	Jeffrey M. Mann		
Address Line 1:	180 Maiden Lane		
Address Line 4:	New York, NEW YORK 10038		
NAME OF SUBMITTER:	Jeffrey M. Mann		
Signature:	/jeffrey m. mann/		
Date:	04/04/2005		

CH \$65.00 75169147

Total Attachments: 38

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RELEASE OF SECURITY INTEREST

WHEREAS, pursuant to that certain Security Agreement by and between **etalk Corporation** (formerly known as **Teknekron Infoswitch Corporation**) (“Debtor”) and **IBJ Whitehall Bank & Trust Company**, as Administrative Agent for the lenders or other financial institutions or entities (“Secured Parties”) which are party, as lenders, to that certain Credit Agreement dated June 30, 1999 (the “Credit Agreement”) and recorded with the United States Patent and Trademark Office on or about July 16, 1999 and July 19, 1999, Secured Parties are the holders of a security interest in:

(i) All patents and patent applications, including without limitation the patents and patent applications listed on Schedule 1, annexed hereto and made a part hereof, owned by the Debtor (collectively “Patents”); and

(ii) All trademarks and trademark Applications including, without limitation, the trademark applications and trademark registrations listed on Schedule 2, annexed hereto and made a part hereof, owned by the Debtor (collectively “Trademarks”); and

(iii) All Licenses Rights relating to Patents and Trademarks;

(iv) All goodwill of the business connected with the use of, and symbolized by, each Trademark and each License relating to the Trademarks (collectively, with the intellectual property set forth in clauses (i), (ii), (iii) and (iv) above, the “Intellectual Property”); and

(v) All Accounts (as defined in the Code), contract rights and General Intangibles arising under or relating to every License Right relating to Product Patents and the Product Trademarks and to the extent not otherwise included, all products and proceeds of any and all of the foregoing.

WHEREAS, on July 29, 2003, the Secured Parties assigned all of their right and interest in the Credit Agreement to Greenwich Street Capital Partners II, L.P., Greenwich Fund, L.P., GSCP Offshore Fund, L.P., Greenwich Street Employees Fund, L.P., TRV Executive Fund, L.P., all acting by and through Greenwich Street Investments II, L.L.C., its General Partner (together the “Assignee Secured Parties”), a copy of which assignment is Schedule 3 annexed hereto and made a part hereof.

WHEREAS, the Assignee Secured Parties no longer claim a security interest under the Security Agreement, as the obligations secured by the security interest have been cancelled, extinguished, released and/or terminated in the Recapitalization Agreement, among the Assignee Secured Parties, Debtor and certain subordinated creditors, dated as of December 11, 2003, as such agreement shall be amended, restated, supplemented or otherwise modified from time to time (the “Release Agreement”).

NOW, THEREFORE, Assignee Secured Parties and Debtor hereby agree as follows:

1. The Assignee Secured Parties hereby expressly release and discharge on behalf of themselves, their successors, legal representatives and assigns, the security interest in, to and under the Intellectual Property of the Debtor pursuant to the Security Agreement.
2. The Assignee Secured Parties have no right, title, claim, lien or other interest in the Intellectual Property pursuant to the Security Agreement.
3. The Assignee Secured Parties hereby authorize and request the Commissioner of Patent and Trademarks of the United States Patent and Trademark Office to record this Release Of Security Interest with regard to the Security Agreement.
4. Unless otherwise defined herein or the context otherwise requires, terms used in this Release of Security Interest, including its preamble and recitals, have the meanings provided in the Security Agreement.

IN WITNESS WHEREOF, the Assignee Secured Parties and Debtor have duly executed this Release of Security Interest, effective and dated as of the 10th day of March, 2005.

Greenwich Street Capital Partners II, L.P.,
Greenwich Fund, L.P.,
GSCP Offshore Fund, L.P.,
Greenwich Street Employees Fund, L.P.,
TRV Executive Fund, L.P.,
all acting by and through Greenwich Street Investments II, L.L.C., its General Partner

By: 

Name: Matthew C. Kaufman

Title: Managing Director

etalk Corporation

By: 

Name: Scott Shute

Title: President and CEO

STATE OF ~~NEW YORK~~ ^{NEW JERSEY} §
 COUNTY OF MORRIS §

On this 15th day of March, 2005, before me personally appeared Matthew C. Kaufman, who acknowledged himself to be Managing Director of Greenwich Street Investments II, L.L.C., and acknowledged that he executed the foregoing instrument for the purposes therein set forth on behalf of Greenwich Street Capital Partners II, L.P., Greenwich Fund, L.P., GSCP Offshore Fund, L.P., Greenwich Street Employees Fund, L.P., TRV Executive Fund, L.P., in accordance with the authority granted to him or her by Greenwich Street Investments II, L.L.C.

Leeann Detaranto
 Notary Public

LEEANN DETARANTO
 Notary Public, Morris County, New Jersey
 My Commission Expires June 5, 2006

STATE OF TEXAS §
 COUNTY OF DALLAS §

On this 18th day of March, 2005, before me personally appeared Scott Shute, who acknowledged himself to be the President and Chief Executive Officer of etalk Corporation, and acknowledged that he executed the foregoing instrument for the purposes therein set forth on behalf of etalk Corporation in accordance with the authority granted to him or her by the directors and shareholders of etalk Corporation.

Judy A. Waterman
 Notary Public

JUDY A. WATERMAN
 Notary Public, State of Texas
 My Commission Expires
 November 13, 2008



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Assignments on the Web > Patent Query

Patent Assignment Details

NOTE: Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.

Reel/Frame: 010101/0837

Recorded: 07/19/1999

Pages: 26

Conveyance: SECURITY AGREEMENT

Total properties: 12

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|----|----------------|---|-----------|------------|----------------|----------|------------|------------|
| 1 | Patent #: | <u>5915010</u> | Issue Dt: | 06/22/1999 | Application #: | 08660997 | Filing Dt: | 06/10/1998 |
| | Title: | SYSTEM, METHOD AND USER INTERFACE FOR DATA ANNOUNCED CALL TRANSFER | | | | | | |
| 2 | Patent #: | <u>5932051</u> | Issue Dt: | 08/10/1999 | Application #: | 08795950 | Filing Dt: | 02/28/1997 |
| | Title: | METHOD AND SYSTEM FOR TRANSFERRING CALLS AND CALL-RELATED DATA BETWEEN A PLURALITY OF CALL CENTERS | | | | | | |
| 3 | Patent #: | <u>5923745</u> | Issue Dt: | 07/13/1999 | Application #: | 08608625 | Filing Dt: | 02/28/1997 |
| | Title: | ROUTING CALLS TO CALL CENTERS | | | | | | |
| 4 | Patent #: | <u>6058163</u> | Issue Dt: | 05/02/2000 | Application #: | 08854435 | Filing Dt: | 05/12/1997 |
| | Title: | METHOD AND SYSTEM FOR MONITORING CALL CENTER SERVICE REPRESENTATIVES | | | | | | |
| 5 | Patent #: | <u>5946375</u> | Issue Dt: | 08/31/1999 | Application #: | 08854819 | Filing Dt: | 05/12/1997 |
| | Title: | METHOD AND SYSTEM FOR MONITORING CALL CENTER SERVICE REPRESENTATIVES | | | | | | |
| 6 | Patent #: | <u>5891123</u> | Issue Dt: | 11/23/1999 | Application #: | 08929490 | Filing Dt: | 09/15/1997 |
| | Title: | REPRODUCTION OF A VOICE AND VIDEO SESSION | | | | | | |
| 7 | Patent #: | <u>6006544</u> | Issue Dt: | 03/14/2000 | Application #: | 09031354 | Filing Dt: | 02/26/1998 |
| | Title: | SYSTEM AND METHOD FOR DETERMINING THE PERFORMANCE OF A USER RESPONDING TO A CALL | | | | | | |
| 8 | Patent #: | NONE | Issue Dt: | | Application #: | 09110103 | Filing Dt: | 07/01/1998 |
| | Publication #: | <u>US20020040309</u> | Pub Dt: | 04/04/2002 | | | | |
| | Title: | SYSTEM AND METHOD FOR IMPORTING PERFORMANCE DATA INTO A PERFORMANCE EVALUATION SYSTEM | | | | | | |
| 9 | Patent #: | <u>6615182</u> | Issue Dt: | 09/02/2003 | Application #: | 09110106 | Filing Dt: | 07/01/1998 |
| | Title: | SYSTEM AND METHOD FOR DEFINING THE ORGANIZATIONAL STRUCTURE OF AN ENTERPRISE IN A PERFORMANCE EVALUATION SYSTEM | | | | | | |
| 10 | Patent #: | <u>6604084</u> | Issue Dt: | 08/05/2003 | Application #: | 09110106 | Filing Dt: | 07/01/1998 |
| | Title: | SYSTEM AND METHOD FOR GENERATING AN EVALUATION IN A PERFORMANCE EVALUATION SYSTEM | | | | | | |
| 11 | Patent #: | <u>5205865</u> | Issue Dt: | 04/10/2001 | Application #: | 00170960 | Filing Dt: | 10/19/1996 |
| | Title: | SYSTEM, METHOD AND USER INTERFACE FOR DATA ANNOUNCED CALL TRANSFER | | | | | | |
| 12 | Patent #: | <u>6522747</u> | Issue Dt: | 02/18/2003 | Application #: | 09300765 | Filing Dt: | 04/25/1999 |
| | Title: | ROUTING CALLS TO CALL CENTERS | | | | | | |

Assignor

1 TEKNEKRON INFOSWITCH CORPORATION

Exec Dt: 07/01/1999

Assignee

1 DL WHITEHALL BANK & TRUST COMPANY AS ADMINISTRATIVE AGENT

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Patent Assignment Details

NOTE: Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.

Reel/Frame: 010095/0291 Recorded: 07/19/1999 Pages: 29
Conveyance: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

Total properties: 13

- | Patent # | Issue Dt | Application # | Filing Dt | Title |
|-----------------------------|----------------------|-------------------------|-----------------------|--|
| 1 Patent #: <u>4492502</u> | Issue Dt: 04/10/1984 | Application #: 06246821 | Filing Dt: 03/30/1981 | Title: DIGITAL INFORMATION SWITCHING SYSTEM |
| 2 Patent #: <u>4485467</u> | Issue Dt: 11/27/1984 | Application #: 06350096 | Filing Dt: 02/18/1982 | Title: DIGITAL INFORMATION SWITCH MATRIX WITH ON-LINE/OFF-LINE DIAGNOSTIC FEATURES |
| 3 Patent #: <u>4829563</u> | Issue Dt: 05/09/1989 | Application #: 07178548 | Filing Dt: 04/07/1988 | Title: METHOD AND APPARATUS FOR PREDICTIVE DIALING |
| 4 Patent #: <u>4840570</u> | Issue Dt: 06/20/1989 | Application #: 07211569 | Filing Dt: 06/27/1988 | Title: PLUG-IN CARD MODULE |
| 5 Patent #: <u>4893301</u> | Issue Dt: 01/09/1990 | Application #: 07226229 | Filing Dt: 07/29/1988 | Title: AUTOMATIC CALL DISTRIBUTION (ACD) SWITCHING SYSTEM HAVING DISTRIBUTED PROCESSING CAPABILITY |
| 6 Patent #: <u>5521789</u> | Issue Dt: 04/15/1997 | Application #: 08115524 | Filing Dt: 09/03/1993 | Title: METHOD AND SYSTEM FOR INTEGRATING A PLURALITY OF CALL CENTER AGENT PERFORMANCE ENHANCEMENT MODULES |
| 7 Patent #: <u>5500795</u> | Issue Dt: 03/19/1996 | Application #: 08271228 | Filing Dt: 07/06/1994 | Title: METHOD AND SYSTEM FOR MONITORING AND CONTROLLING THE PERFORMANCE OF A CALL PROCESSING CENTER |
| 8 Patent #: <u>5535258</u> | Issue Dt: 07/09/1996 | Application #: 08434261 | Filing Dt: 05/03/1995 | Title: METHOD AND SYSTEM FOR AUTOMATICALLY MONITORING THE PERFORMANCE QUALITY OF CALL CENTER SERVICE REPRESENTATIVES |
| 9 Patent #: <u>5555289</u> | Issue Dt: 09/10/1996 | Application #: 08502596 | Filing Dt: 07/14/1995 | Title: METHOD AND SYSTEM FOR TRANSFERRING CALLS AND CALL-RELATED DATA BETWEEN A PLURALITY OF CALL CENTERS |
| 10 Patent #: <u>5684266</u> | Issue Dt: 11/04/1997 | Application #: 08610550 | Filing Dt: 03/06/1996 | Title: METHOD AND SYSTEM FOR MONITORING AND CONTROLLING THE PERFORMANCE OF AN ORGANIZATION |
| 11 Patent #: <u>5696811</u> | Issue Dt: 12/09/1997 | Application #: 08667861 | Filing Dt: 06/20/1996 | Title: METHOD AND SYSTEM FOR AUTOMATICALLY MONITORING THE PERFORMANCE QUALITY OF CALL CENTER SERVICE REPRESENTATIVES |
| 12 Patent #: <u>5684870</u> | Issue Dt: 11/04/1997 | Application #: 08707872 | Filing Dt: 09/09/1996 | Title: METHOD AND SYSTEM FOR TRANSFERRING CALLS AND CALL-RELATED DATA BETWEEN A PLURALITY OF CALL CENTERS |

13 Patent #: 5818907 Issue Dt: 10/06/1998 Application #: 08905316 Filing Dt: 08/04/1997
Title: METHOD AND SYSTEM FOR AUTOMATICALLY MONITORING THE PERFORMANCE QUALITY OF CALL
CENTER SERVICE REPRESENTATIVES

Assignor

1 TEKNEKRON INFOSWITCH CORPORATION

Exec Dt: 07/01/1999

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Assignments on the Web > Trademark Query

Trademark Assignment Details

Reel/Frame: 1931/042A Received: 07/22/1999 Recorded: 07/15/1999 Pages: 25
Conveyance: SECURITY INTEREST

Total properties: 2

1	Serial #: 25169142 Mark: ORCHESTRA	Filing Dt: 09/20/1996	Reg #: 2270115	Reg. Dt: 08/17/1999
2	Serial #: 75672096 Mark:	Filing Dt: 02/31/1999	Reg #: 2368164	Reg. Dt: 07/18/2000

Assignor

1 TEKNEKRON INFOSWITCH CORPORATION

Exec Dt: 07/01/1999
Entity Type: CORPORATION
Citizenship: NEVADA

Assignee

1 IRJ WHITEHAL, BAND & TRUST COMPANY AS ADMINISTRATIVE AGENT
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Entity Type: CORPORATION
Citizenship: NEW YORK

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Search Results as of: 02/11/2005 02:52 PM

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Assignments on the Web > Trademark Query

Trademark Assignment Details

Reel/Frame: 1931/0478 Received: 07/22/1999 Recorded: 07/19/1999 Pages: 26
Conveyance: SECURITY INTEREST

Total properties: 6

1	Serial #: <u>73604535</u> Mark: CCMS	Filing Dt: 06/16/1986	Reg #: <u>1482410</u>	Reg. Dt: 05/10/1988
2	Serial #: <u>73604537</u> Mark: ACM	Filing Dt: 06/16/1986	Reg #: <u>1481418</u>	Reg. Dt: 03/22/1988
3	Serial #: <u>73715893</u> Mark: INFOSWITCH	Filing Dt: 03/10/1988	Reg #: <u>1506964</u>	Reg. Dt: 10/04/1988
4	Serial #: <u>73715895</u> Mark: INFOSWITCH	Filing Dt: 03/10/1988	Reg #: <u>1506965</u>	Reg. Dt: 10/04/1988
5	Serial #: <u>75169144</u> Mark: P & Q REVIEW	Filing Dt: 09/20/1996	Reg #: <u>2109435</u>	Reg. Dt: 10/28/1997
6	Serial #: <u>75169148</u> Mark: AUTOQUALITY	Filing Dt: 09/20/1996	Reg #: <u>2108830</u>	Reg. Dt: 10/28/1997

Assignor

1 TEKNEKRON INFOSWITCH CORPORATION

Exec Dt: 07/01/1999

Entity Type: CORPORATION

Citizenship: NEVADA

Assignee

1 IBL WHITEHALL BANK & TRUST COMPANY, AS ADMINISTRATIVE AGENT

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NEW YORK, NEW YORK 10004

Entity Type: CORPORATION

Citizenship: NEW YORK

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Transfer and Assignment Agreement (this "Agreement") dated as of July 29, 2003 (the "Agreement Date" and the "Closing Date") among: (i) each of the persons identified on the signature page to this Agreement as "**Assignors**" (each an "Assignor"); and (ii) each of the persons identified on the signature page to this Agreement as "**Assignees**" (each an "Assignee").

Witnesseth:

Whereas, Assignors are the holders of the Tranche I Term Loans, the Tranche II Term Loans and the Revolving Loans identified on the signature page to this Agreement (together, the "Loans") outstanding under the Credit Agreement dated as of June 30, 1999, as amended by the First Amendment dated July 29, 1999, the Second Amendment dated June 29, 2000 and the Third Amendment dated December 29, 2000 (the original Credit Agreement and such Amendments being herein together referred to as the "Credit Agreement") by and among e-talk Corporation (f/k/a Teknekron Infoswitch Corporation) (the "Company"), the Lenders party thereto (the "Lenders") and Mizuho Corporate Bank (USA) (as successor by merger with The Industrial Bank of Japan Trust Company as successor by merger with IBJ Whitehall Bank & Trust Company), as agent thereunder (the "Administrative Agent"). Terms used herein and not otherwise herein defined shall have the meaning assigned to such terms in the Credit Agreement.

Whereas, Assignors propose to transfer and assign the Transferred and Assigned Assets and Rights (as hereinafter defined), including without limitation the Loans, to Assignees pursuant to this Agreement.

Now, therefore, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Transfer and Assignment.

(a) In consideration for the payment and collection on the Closing Date, by Assignees to Assignors of the purchase price amounts set forth in the Purchase Price Supplemental Agreement dated as of the date hereof (the "Purchase Price Supplemental Agreement") among Assignors and Assignees (the "Purchase Price") by wire transfer to the accounts designated in the Purchase Price Supplemental Agreement, the receipt of which is hereby acknowledged by Assignors (subject to collection), Assignors hereby sell, transfer and assign to Assignees (the "Transfer and Assignment"), free and clear of all, and not subject to any, mortgages, pledges, security interests, encumbrances, liens, charges, rights, options, offsets, disgorgement claims, reimbursement obligations, preference claims, adverse claims or claims of any kind, subordination agreements or arrangements (other than subordination agreement under the Loan Documents in favor of the Lenders), or any agreement to create or effect any of the foregoing (together, "Liens"), the following (the "Transferred and Assigned Assets and Rights"):

(i) the Loans, together with all accrued and unpaid interest or accretion thereon in accordance with the terms thereof;

(ii) all Claims (as defined in the Mutual Release), including without limitation "claims" as defined in United States Bankruptcy Code §101(5), and other

rights (accrued, contingent or otherwise, whether known or unknown, including without limitation arising under the United States Bankruptcy Code) of Assignors (x) under or in connection with the Loan Documents, including without limitation the Loans and all Obligations of the Company to Assignors under the Loan Documents and all Claims and other rights which Assignors may have under the Loan Documents based upon, resulting from or arising out of any Default or Event of Default which exists on the date hereof, existed prior to the date hereof or which might arise after the date hereof, or (y) against any third party arising under or in connection the Loan Documents or the transactions governed thereby;

(iii) all Claims and other rights (accrued, contingent or otherwise, whether known or unknown) of Assignors in, to or under the Collateral;

(iv) all Claims and other rights (accrued, contingent or otherwise, whether known or unknown) of Assignors to all fees and other amounts payable under the Loan Documents;

(v) all Claims and other rights of Assignors under any agreements under which Assignors acquired the Transferred and Assigned Assets and Rights (true and complete copies of which (excluding prior transfer and assignment pricing information) have been furnished by Assignors to Assignees) (the "Predecessor Transfer Agreements"); and

(vi) all proceeds of the foregoing.

The Notes, the Loans and all other Transferred and Assigned Assets and Rights are hereby acquired by each Assignee in accordance with the percentage allocations set forth after such Assignee's name on the signature page to this Agreement; and an allocable share of the Purchase Price shall be payable by each Assignee based on such percentage allocation.

(b) Upon the receipt by Assignors of the full Purchase Price, Assignors shall deliver to Assignees the Notes evidencing the Loans and the Obligations, together with such endorsements thereon as shall be necessary to effect the Transfer and Assignment.

(c) Notwithstanding the foregoing, no partial performance by Assignors will become due upon payment of a particular Assignee's allocable share unless the full purchase price is paid by all parties on the Closing Date hereof.

2. Assignors' Representations and Warranties

2.1. Each Assignor represents and warrants to Assignees that (as of the Agreement Date):

(a) Each Assignor (i) is, and was on the Agreement Date, duly organized and validly existing under the laws of its jurisdiction of organization or incorporation, (ii) is, and was on the Agreement Date, in good standing under such laws and (iii) has, and had on the Agreement Date, full power and authority to execute, deliver and perform its obligations under this Agreement, a certain Mutual Release and Purchase Price Supplemental Agreement, all executed substantially contemporaneously, and as part of this transaction (the "Transaction Documents") to which it is or will become a party.

(b) Each Assignor's execution, delivery, and performance of the Transaction Documents to which it is a party has not resulted, did not result on the Agreement Date and will not result in a breach or violation of any provision of (i) each Assignor's organizational documents, (ii) any statute, law, writ, order, rule or regulation of any federal, state, or other governmental department, agency, institution, authority, regulatory body, court or tribunal, foreign or domestic, and includes arbitration bodies, whether governmental, private or otherwise (each of the foregoing a "Governmental Authority") applicable to each Assignor, (iii) any judgment, injunction, decree or determination applicable to each Assignor or (iv) any contract, indenture, mortgage, loan agreement, note, lease or other agreement, document or instrument to which each Assignor may be a party, by which each Assignor may be bound or to which any of the assets of each Assignor is subject.

(c) (i) The Transaction Documents to which each Assignor is, and was on the Agreement Date, a party (A) have been duly and validly authorized, executed and delivered by each Assignor and (B) are the legal, valid and binding obligations of each Assignor, enforceable against each Assignor in accordance with their respective terms, except that such enforceability against each Assignor may be limited by bankruptcy, insolvency, or other similar laws of general applicability affecting the enforcement of creditors' rights generally and by the court's discretion in relation to equitable remedies; and

(ii) no notice to, registration with, consent or approval of or any other action by any individual, partnership, corporation, limited liability company, association, estate, trust, business trust, Governmental Authority, fund, investment account or other entity (each of the foregoing an "Entity") (other than the Required Consents) is, will be, or was on the Agreement Date, required for each Assignor to execute, deliver, and perform its obligations under, the Transaction Documents to which each Assignor is or will become a party.

(d) Each Assignor is the sole legal and beneficial owner of and has good title to each of the Loans, the Commitments (if any) and the other Transferred and Assigned Assets and Rights free and clear of any Encumbrance. The Transferred and Assigned Assets and Rights represent 100% of the indebtedness of the Company originally issued to, and the other Obligations arising from time to time prior to the date hereof under the Loan Documents, to First

Source Financial LLP and First Source Financial, Inc., and Bank Austria Creditanstalt Corporate Finance, Inc. and Stairway Capital Management LP., as the case may be.

(e) No proceedings are pending against each Assignor or to the best of each Assignor's knowledge, threatened against each Assignor before any relevant Governmental Authority that, in the aggregate, will materially and adversely affect (i) the Transferred and Assigned Assets and Rights or (ii) any action taken or to be taken by each Assignor under this Agreement.

(f) There is no funding obligation of any kind (whether fixed, contingent, conditional, or otherwise) in respect of the Transferred and Assigned Assets and Rights (including any obligation to make advances or to purchase participations in letters of credit under any Loan Documents or any obligation relating to any currency or interest rate swap, hedge, or similar arrangement) that each Assignor or Assignee is or shall be required to pay or otherwise perform that each Assignor has not paid or otherwise performed in full.

(g) Each Assignor has not engaged in any acts or conduct or made any omissions (including, without limitation, (i) in connection with any membership on or participation in any official or unofficial creditors' committee or other similar committee relating to the Company, or in connection with its status (if any) as an Insider or Affiliate of the Company or (ii) by virtue of each Assignor's holding any funds or property of, or owing amounts or property to, the Company, that will result in Assignee receiving proportionately less in payments or distributions under, or less favorable treatment (including the timing of payments or distributions) for, the Transferred and Assigned Assets and Rights than is received by other Lenders holding loans or commitments of the same tranche, class or type as the Loans and Commitments (if any).

(h) Each Assignor has complied with, and has performed, all obligations required to be complied with or performed by it under the Credit Agreement and each Assignor has not breached any of its representations, warranties, obligations, agreements or covenants under any of the Loan Documents or the Predecessor Transfer Agreements.

(i) No broker, finder or other Entity acting under each Assignor's authority is entitled to any broker's commission or other fee in connection with the transactions under this Agreement for which Assignee could be responsible.

(j) The amounts utilized in calculating the Purchase Price specified in the Purchase Price Supplemental Agreement are true and correct.

(k) Each Assignor has not effected or received the benefit of any setoff against the Company on account of the Transferred and Assigned Assets and Rights.

(l) (i) Each Assignor (A) is a sophisticated seller with respect to the sale of the Transferred and Assigned Assets and Rights, (B) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Transferred and Assigned Assets and Rights, and (C) has independently and without

reliance upon Assignees, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that Assignor has relied upon Assignees' express representations, warranties, covenants and indemnities in this Agreement. Assignor acknowledges that Assignees have not given Assignor any investment advice, credit information or opinion on whether the sale of the Transferred and Assigned Assets and Rights is prudent.

(ii) Each Assignor acknowledges that (A) Assignees currently may have, and later may come into possession of, information with respect to the Transferred and Assigned Assets and Rights, the Company or any of its affiliates that is not known to Assignor and that may be material to a decision to sell the Transferred and Assigned Assets and Rights ("Assignor Excluded Information"), (B) Assignor has determined to sell the Transferred and Assigned Assets and Rights notwithstanding its lack of knowledge of the Assignor Excluded Information, and (C) Assignees shall have no liability to Assignor, and Assignor waives and releases any claims that it might have against Assignee, whether under applicable securities laws or otherwise, with respect to the nondisclosure of the Assignor Excluded Information in connection with the Transfer and Assignment; provided, however, that the Assignor Excluded Information shall not and does not affect the truth or accuracy of Assignees' representations or warranties in this Agreement.

(iii) Each Assignor is an "accredited investor" as defined in Rule 501 under the Securities Act. Without characterizing the Transferred and Assigned Assets and Rights as a "security" within the meaning of applicable securities laws, each Assignor has not made any offers to sell, or solicitations of any offers to buy, all or any portion of the Transferred and Assigned Assets and Rights in violation of any applicable securities laws.

(m) Stairway Capital Management LP obtained its Transferred and Assigned Assets and Rights pursuant to a certain Purchase and Sale Agreement by and between Bank Austria Creditanstalt Corporate Finance, Inc. as Seller therein, and Stairway Capital Management LP as buyer therein, a true and complete copy of which (excluding prior transfer and assignment pricing information) has heretofore been delivered to Assignees. Such Predecessor Transfer Agreement transferred and assigned to Stairway Capital Management LP 100% of the indebtedness of the Company originally issued to, and the other Obligations arising from time to time prior to the date hereof under the Loan Documents, to Bank Austria Creditanstalt Corporate Finance, Inc.

(n) Except for consents and waivers given by Lenders generally pursuant to and in accordance with the Credit Agreement, each Assignor has not given its consent to change, nor has it waived, any term or provision of the Loan Documents or the Predecessor Transfer Agreements, including, without limitation, with respect to the amount or time of any payment of principal or the rate or time of any payment of interest.

(o) Assignors are not a party to, or bound by, any document or agreement (other than (i) the Loan Documents to which all Lenders are party, or by which all Lenders are bound, or (ii) the Predecessor Transfer Agreements that could materially and adversely affect the Transferred and Assigned Assets and Rights or Assignee's rights and remedies under this Agreement.

2.2. Except as expressly stated in this Agreement and the Assignment, each Assignor makes no representations or warranties, express or implied, with respect to the transactions under this Agreement or the Transaction Documents.

2.3. Each Assignor acknowledges that: (a) its sale of the Transferred and Assigned Assets and Rights to Assignee is irrevocable; (b) each Assignor shall have no recourse to the Transferred and Assigned Assets and Rights; and (c) each Assignor shall have no recourse to Assignee, except for (i) Assignee's breaches of its representations, warranties or covenants and (ii) Assignee's indemnities, in each case as expressly stated in this Agreement.

3. Assignees' Representations and Warranties

3.1. Each Assignee represents and warrants to each Assignor that (as of the Agreement Date):

(a) Assignee (i) is, and was on the Agreement Date, duly organized and validly existing under the laws of its jurisdiction of organization or incorporation, (ii) is, and was on the Agreement Date, in good standing under such laws and (iii) has, and had on the Agreement Date, full power and authority to execute, deliver and perform its obligations under, the Transaction Documents to which it is or will become a party.

(b) Assignee's execution, delivery, and performance of the Transaction Documents to which it is or will become a party has not resulted, did not result on the Agreement Date and will not result in a breach or violation of any provision of (i) each Assignee's organizational documents, (ii) any statute, law, writ, order, rule, or regulation of any Governmental Authority applicable to each Assignee, (iii) any judgment, injunction, decree or determination applicable to each Assignee or (iv) any contract, indenture, mortgage, loan agreement, note, lease, or other agreement, document or instrument by which each Assignee may be a party, by which each Assignee may be bound or to which any of the assets of each Assignee is subject.

(c) (i) The Transaction Documents to which each Assignee is, and was on the Agreement Date, a party (A) have been duly and validly authorized, executed and delivered by each Assignee and (B) are the legal, valid and binding obligations of each Assignee, enforceable against each Assignee in accordance with their respective terms, except that such enforceability may be limited by bankruptcy, insolvency, or other similar laws of general applicability affecting the enforcement of creditors' rights generally and by the court's discretion in relation to equitable remedies; and

(ii) except as provided in the Loan Documents, no notice to, registration with, consent or approval of or any other action by any relevant Governmental Authority or other Entity is, will be or was on the Agreement Date required for each Assignee to execute, deliver, and perform its obligations under the Transaction Documents to which each Assignee is or will become a party.

(d) Without characterizing the Transferred and Assigned Assets and Rights as a “security” within the meaning of applicable securities laws, no Assignee is purchasing the Transferred and Assigned Assets and Rights with a view towards the sale or distribution thereof in violation of the Securities Act; provided, however, that each Assignee may resell the Transferred and Assigned Assets and Rights.

(e) Each Assignee (i) is a sophisticated Entity with respect to the purchase of the Transferred and Assigned Assets and Rights, (ii) is able to bear the economic risk associated with the purchase of the Transferred and Assigned Assets and Rights, (iii) has adequate information concerning the business and financial condition of Company to make an informed decision regarding the purchase of the Transferred and Assigned Assets and Rights, (iv) has such knowledge and experience, and has made investments of a similar nature, so as to be aware of the risks and uncertainties inherent in the purchase of rights and assumption of liabilities of the type contemplated in this Agreement and (v) has independently and without reliance upon each Assignor, and based on such information as each Assignee has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that each Assignee has relied upon each Assignor’s express representations, warranties, covenants and indemnities in this Agreement. Each Assignee acknowledges that no Assignor has given any Assignee any investment advice, credit information or opinion on whether the purchase of the Transferred and Assigned Assets and Rights is prudent.

(f) Except as otherwise provided in this Agreement, no Assignee has relied, nor will rely, on any Assignor to furnish or make available any documents or other information regarding the credit, affairs, financial condition or business of Company, or any other matter concerning Company.

(g) Each Assignee acknowledges that (i) each Assignor currently may have, and later may come into possession of, information with respect to the Transferred and Assigned Assets and Rights, the Company, or any of its respective Affiliates that is not known to each Assignee and that may be material to a decision to purchase the Transferred and Assigned Assets and Rights (“Assignee Excluded Information”), (ii) Assignee has determined to purchase the Transferred and Assigned Assets and Rights notwithstanding its lack of knowledge of the Assignee Excluded Information and (iii) each Assignor shall have no liability to each Assignee, and each Assignee waives and releases any claims that it might have against each Assignor, whether under applicable securities laws or otherwise, with respect to the nondisclosure of the each Assignee Excluded Information in connection with the transactions under this Agreement; provided, however, that the Assignee Excluded Information shall not and does not affect the truth or accuracy of each Assignor’s representations or warranties in this Agreement.

(h) No broker, finder or other Entity acting under each Assignee’s authority is entitled to any broker’s commission or other fee in connection with the transactions under this Agreement for which each Assignor could be responsible.

(i) Either (i) no interest in the Transferred and Assigned Assets and Rights is being acquired by or on behalf of an Entity that is, or at any time while the Transferred and Assigned Assets and Rights are held thereby will be, one or more Benefit Plans or (ii) the

transaction exemption set forth in one or more prohibited transaction class exemptions issued by the U.S. Department of Labor ("PTEs"), such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds), and PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers) is applicable with respect to the purchase and holding of the Transferred and Assigned Assets and Rights and the exercise of the Assignee's rights thereunder. For purposes hereof, "Benefit Plan" shall mean and include: an "employee benefit plan" (as defined in the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated under it ("ERISA")) that is subject to Title I of ERISA; a "plan" as defined in Section 4975 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated under it (the "Code"); or a person whose assets include (for purposes of U.S. Department of Labor Regulations Section 2510.3-101 or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

(j) Assignee is an "accredited investor" as defined in Rule 501 under the Securities Act of 1933, 15 U.S.C. §§77a et seq., as amended, and the rules and regulations promulgated under it.

(k) No proceedings are (i) pending against each Assignee or (ii) to the best of each Assignee's knowledge, threatened against each Assignee before any relevant Governmental Authority that, in the aggregate, will materially and adversely affect any action taken or to be taken by each Assignee under this Agreement.

3.2. Except as expressly stated in this Agreement and the Assignment, each Assignee makes no representations or warranties, express or implied, with respect to the transactions under this Agreement or the Transaction Documents.

3.3. Assignee acknowledges that (a) each Assignor's sale of the Transferred and Assigned Assets and Rights to each Assignee are irrevocable and (b) no Assignee shall have any recourse to each Assignor except for (i) each Assignor's breaches of its representations, warranties or covenants and (ii) each Assignor's indemnities, in each case as expressly stated in this Agreement.

4. Certain Conditions to Effectiveness. The obligations of the parties under this Agreement are subject to, and this Agreement shall not be effective unless and until, (i) this Agreement shall have been executed and delivered by each of Assignors and Assignees, (ii) the Company, Cook CLO Investments, LP ("Cook") and the Administrative Agent shall have executed and delivered the Acknowledgement and Consent at the end of this Agreement, and (iii) each of Assignors, Assignees, the Company, Cook and the Administrative Agent shall have executed and delivered the Mutual Release in the form attached as Exhibit A hereto.

4.1. Each Assignor's obligations under this Agreement are subject to payment in full, on the Closing Date, of the entire Purchase Price as set forth in the Purchase Price Supplemental Agreement.

5. Confidentiality.

(a) Each party hereto agrees that, without the prior consent of the other parties hereto, it shall not disclose the contents of this Agreement or the Purchase Price Supplemental Agreement (including without limitation the Purchase Price), if applicable,) to any Entity, except that any party hereto may make any such disclosure (i) as required to implement or enforce this Agreement, (ii) if required to do so by any law, court, regulation, subpoena or other legal process, (iii) to any Governmental Authority or self-regulatory entity having or asserting jurisdiction over it, (iv) if its attorneys advise it that it has a legal obligation to do so or that failure to do so may result in it incurring a liability to any other person or sanctions that may be imposed by any governmental authority, (v) to its professional advisors and auditors, or (vi) as set forth in Section 5(b) hereof.

(b) Assignee may disclose the contents of this Agreement (but not, if applicable, the contents of the Purchase Price Supplemental Agreement (including without limitation the Purchase Price)) to any proposed transferee, assignee, participant or other person proposing to enter into contractual relations with Assignee in respect of the Transferred and Assigned Assets and Rights or any part of them.

(c) Assignee agrees to comply with the requirements of the Loan Documents regarding confidentiality.

6. Administrative Agent. Notwithstanding anything in Section 9.08 of the Credit Agreement to the contrary, effective immediately after the closing of the Transfer and Assignment, the Administrative Agent resigns as Administrative Agent under the Credit Agreement and the other Loan Documents. Each of the Assignors and Assignees agree to accept such resignation and waive the requirement under Section 9.08 of the Credit Agreement that a successor Administrative Agent must be appointed and accepted prior to the acceptance of the resignation of the Administrative Agent. The Administrative Agent authorizes any successor Administrative Agent to file any Uniform Commercial Code assignments or amendments that such successor Administrative Agent deems necessary or desirable to evidence such successor Administrative Agent's succession as Administrative Agent under the Credit Agreement and the other Loan Documents. The Administrative Agent agrees, upon the reasonable request of such successor Administrative Agent, to take such additional actions and to execute and deliver such other documents and instruments as such successor Administrative Agent may reasonably request to effect such successor Administrative Agent's succession as Administrative Agent under the Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent agrees to assign to such successor Administrative Agent all liens and security interests in the Collateral.

7. Miscellaneous.

(a) This Agreement, together with the Purchase Price Supplemental Agreement and the Mutual Release, contains the entire agreement between Assignors, Assignees and the Administrative Agent with respect to the transactions hereunder and supersedes all prior arrangements or understandings with respect thereto. All references to this "Agreement" contained herein, in the Mutual Release or in the Purchase Price Supplemental Agreement shall, unless the context otherwise requires, mean and include this Agreement, the Mutual Release and the Purchase Price Supplemental Agreement.

(b) This Agreement shall be governed by and construed in accordance with the Laws of the State of New York (other than the choice of law principles thereof).

(c) Any action, suit or other proceeding initiated by each Assignor or Assignees against the other under or in connection with this Agreement may be brought only in either the United States District Court for the Southern District of New York or a New York state court located in the City of New York having appropriate jurisdiction. Assignors and Assignees hereby submit themselves to the jurisdiction of any such court for the purpose of any such action and agree that service of process on them in any such action, suit or proceeding may be effected by the means by which notices are to be given to it under this Agreement.

(d) The parties hereto acknowledge that the award of damages for any breach of the obligations undertaken by the parties hereto may be insufficient and inadequate and that the parties hereto shall be entitled to obtain specific performance of the obligations of the other parties under this Agreement or other injunctive relief, in addition to damages.

(e) In the event that it shall be necessary for any party to this Agreement to commence litigation to enforce its rights under this Agreement, and in the event that it is finally determined by a court of competent jurisdiction that the party against whom such enforcement is sought is in material breach of its obligations under this Agreement, then the prevailing party shall be entitled also to its legal costs in connection with the enforcement of such rights. In the event that it is finally determined by a court of competent jurisdiction that the party against whom such enforcement is sought is not in material breach of its obligations under this Agreement, then such party shall be entitled to its legal costs in connection with the defense of the action brought against it.

(f) All notices or other communications which are required or permitted under this Agreement or for purposes of the Loan Documents shall be in writing and sufficient if delivered personally or sent by facsimile transmission, internationally recognized over-night courier or registered or certified mail, postage prepaid, addressed as follows:

If to Assignors:

To the addresses for such Assignors as set forth on the signature page to this Agreement.

with a copy to:

Barton, Barton & Plotkin, LLP
420 Lexington Avenue
New York, New York 10170
Roger E. Barton, Esq.
Fax: 212.687.3667

If to Assignees:

c/o GSC Partners
12 East 49th Street
Suite 3200
New York, New York 10017
Attention: Matthew C. Kaufman
Managing Director
Fax: 212.884.6184

with a copy to:

Dechert LLP
30 Rockefeller Plaza
New York, New York 10112
Attention: Ronald R. Jewell, Esq.
Fax: 212.698.3599

Any such notices or communications shall be deemed to have been received: (i) if delivered personally or sent by facsimile transmission (with transmission confirmed in a writing) or nationally recognized overnight courier; or (ii) if sent by registered or certified mail, on the date on which such mailing was received by the party to whom it was addressed. Any party may by notice as aforesaid change the address to which notices or other communications to it are to be delivered or mailed.

(g) Neither this Agreement nor any claims or rights under this Agreement shall be assignable otherwise than by operation of law by any party without the prior written consent of the other parties, and any purported assignment by any party which is prohibited hereunder without the prior written consent of the other parties shall be void. However, the foregoing shall not prohibit any further sale, transfer or assignment by Assignees of the Transferred and Assigned Assets and Rights or any grant by Assignees of any participation in the Transferred and Assigned Assets and Rights. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors (whether by merger or otherwise) and permitted assigns.

(h) Any waiver of any term or condition of this Agreement, or any amendment or supplementation of this Agreement, shall be effective only if in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a party's rights under this Agreement at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

(i) Notwithstanding any other provision of this Agreement, this Agreement shall not create benefits on behalf of any third party or any other Person; and this Agreement shall be effective only as among the parties hereto, their successors and permitted assigns; except that the Transfer and Assignment shall be binding upon the Company upon its acknowledgement and acceptance of the Transfer and Assignment as set forth at the end of this Agreement.

(j) In the event that any provision contained in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Agreement shall not, at the election of the party for whose benefit the provision exists, be in any way impaired.

(k) Each Assignor and Assignees shall take such additional actions, and shall execute and deliver such additional documents, agreements, instruments, assignments and endorsements as shall be reasonably requested from time to time by the other to confirm, evidence or more fully effect the Transfer and Assignment and the provisions of this Agreement.

(l) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one of such counterparts.

(m) Each of the parties hereto shall be responsible for its own legal fees and expenses in connection with this Agreement and the transactions hereunder.

(n) The obligations of each Assignor and each Assignee under this Agreement shall be several and not joint.

(o) Each of the parties hereto hereby voluntarily and irrevocably waives trial by jury in any action or other proceeding brought in connection with this Agreement or any of the transactions contemplated hereby or thereby.

(p) The relationship between Assignors and Assignees shall be that of seller and buyer. No party hereto is a trustee or agent for the other, and no party hereto has any fiduciary obligations to any other party. This Agreement shall not be construed to create a partnership or joint venture between the parties.

[Signature Page Follows]

In witness whereof, the undersigned have executed this Agreement as of the date first above written.

Assignors:

First Source Financial LLP
 By: First Source Financial, Inc., Its
 Manager

Stairway Capital Management LP

By: Robert S. Palmer
 Robert S. Palmer
 Vice President

By: Karen E. Simone
 Karen E. Simone
 Director

Address:
 2850 West Golf Road, 5th Floor
 Rolling Meadows, Illinois 60008
 Attention: Robert S. Palmer
 Fax: 847.734.7910

Address:
 1044 Northern Blvd, Suite 106
 Manhasset, New York 11576
 Attention: Andrew Russell
 Fax: 516.629.3481

Principal Amount (outstanding) of Loans:

Tranche I Term Loans.....	\$ 4,296,875.00
Tranche II Term Loans.....	2,099,609.38
Revolving Loans.....	478,515.59
	<u>\$ 6,874,999.97</u>

Principal Amount (outstanding) of Loans:

Tranche I Term Loans.....	\$ 5,729,166.66
Tranche II Term Loans.....	2,799,479.17
Revolving Loans.....	312,500.00
	<u>\$ 8,841,145.83</u>

Assignees:

Greenwich Street Capital Partners II, L.P. [89.33778304%]
Greenwich Fund, L.P. [3.02620234%]
GSCP Offshore Fund, L.P. [1.862467853%]
Greenwich Street Employees Fund, L.P. [5.333244816%]
TRV Executive Fund, L.P. [0.440301956%]

By: Greenwich Street Investments II,
 L.L.C., its general partner

By: _____
 Print Name: _____
 Print Title: _____

In witness whereof, the undersigned have executed this Agreement as of the date first above written

Assignors:

First Source Financial LLP

By: First Source Financial, Inc., Its
Manager

By: _____
Robert S. Palmer
Vice President

Address:
2850 West Golf Road, 5th Floor
Rolling Meadows, Illinois 60008
Attention: Robert S. Palmer
Fax: 847.734.7910

Principal Amount (outstanding) of Loans:

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Revolving Loans	478,515.59
	<u>\$ 6,874,999.97</u>

Stairway Capital Management LP

By: 
Karen E. Simone
Director

Address:
1044 Northern Blvd, Suite 106
~~Rolling Meadows~~ ^{Roslyn}Manhasset, New York 11576
Attention: Andrew Russell
Fax: 516.629.3481

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- Greenwich Street Employees Fund, L.P. [5.333244816%]
- TRV Executive Fund, L.P. [0.440301956%]

By: Greenwich Street Investments II,
L.L.C., its general partner

By: _____
Print Name: _____
Print Title: _____

Transfer and Assignment Agreement

13
14

In witness whereof, the undersigned have executed this Agreement as of the date first above written.

Assignors:

First Source Financial LLP
By: First Source Financial, Inc., Its
Manager

Stairway Capital Management LP

By: _____
Robert S. Palmer
Vice President

By: _____
Christopher Leheny
Director of Operations

Address:
2850 West Golf Road, 5th Floor
Rolling Meadows, Illinois 60008
Attention: Robert S. Palmer
Fax: 847.734.7910

Address:
1044 Northern Blvd, Suite 106
Manhasset, New York 11576
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GSCP Offshore Fund, L.P. [1.862467853%]
Greenwich Street Employees Fund, L.P. [5.333244816%]
TRV Executive Fund, L.P. [0.440301956%]

By: Greenwich Street Investments II,
L.L.C., its general partner

By: _____
Print Name: Matthew Kaufman
Print Title: Managing Director

Transfer and Assignment Agreement

Acknowledgement and Consent

The undersigned hereby: (i) acknowledges and consents to the Transfer and Assignment in accordance with the above Transfer and Assignment Agreement; (ii) agrees that Assignees shall be entitled to all of the Transferred and Assigned Assets and Rights as provided in the above Transfer and Assignment Agreement; (iii) agrees that each Assignee shall be a Lender for all purposes of the Loan Documents and shall be entitled to the benefit of the Loan Documents as a Lender and the holder of the Transferred and Assigned Assets and Rights; (iv) acknowledges and confirms to Assignees that the Loan Documents and the Transferred and Assigned Assets and Rights constitute the legal, valid, binding and unconditional obligations of the Company, enforceable in accordance with their terms and with any right or claim of offset, defense or counterclaim; (v) acknowledges and confirms to Assignees that the principal amount outstanding under the Loans (exclusive of accrued and unpaid interest thereon and fees under the Loan Documents) which are the subject of the Transfer and Assignment Agreement is as set forth on the signature page to the Transfer and Assignment Agreement; (vi) confirms and agrees that neither Assignors nor Assignees have any current or future funding obligation under the Loan Documents; and (vii) consents and agrees, effective as of the closing of the Transfer and Assignment, to the resignation of IBJ Whitehall Bank & Trust Company as Administrative Agent and to the appointment of Greenwich Street Capital Partners II, L.P. as successor Administrative Agent.

In witness whereof, the undersigned have executed this Acknowledgement and Consent as of the date of the above Transfer and Assignment Agreement.

e-talk Corporation

By: 

Print Name: _____

Scott Shute

Print Title: _____

Pres & CEO

Transfer and Assignment Agreement

15
16

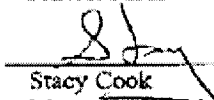
Acknowledgement and Consent

The undersigned, as a Lender under the Loan Documents, hereby: (i) acknowledges and, pursuant to Section 10.05(h) of the Credit Agreement, consents to the Transfer and Assignment in accordance with the above Transfer and Assignment Agreement; (ii) agrees that Assignees shall be entitled to all of the Transferred and Assigned Assets and Rights as provided in the above Transfer and Assignment Agreement; (iii) agrees that each Assignee shall be a Lender for all purposes of the Loan Documents; and (iv) consents and agrees, effective as of immediately following of the closing of the Transfer and Assignment, to the resignation of IBJ Whitehall Bank & Trust Company as Administrative Agent and to the appointment of Greenwich Street Capital Partners II, L.P. as successor Administrative Agent.

In witness whereof, the undersigned have executed this Acknowledgement and Consent as of the date of the above Transfer and Assignment Agreement.

Cook CLO Investments, LP

By: Cook CLO Management, LLC, its
General Partner

By: 

Stacy Cook
Managing Member

Transfer and Assignment Agreement

Acknowledgement and Consent

The undersigned, as the Administrative Agent under the Loan Documents, hereby acknowledges and, pursuant to Section 10.05(b) of the Credit Agreement, consents to the above Transfer and Assignment Agreement and to the Transfer and Assignment in accordance therewith.

In witness whereof, the undersigned have executed this Acknowledgement and Consent as of the date of the above Transfer and Assignment Agreement.

Mizuho Corporate Bank (USA),
as Administrative Agent

By: 

Lance Zaremba
Director

Transfer and Assignment Agreement

Mutual Limited Release dated as of July 29, 2003 (this "Mutual Release") among: (i) each of the persons identified on the signature page to this Mutual Release as "**Assignors**" (each an "Assignor"); (ii) each of the persons identified on the signature page to this Mutual Release as "**Assignees**" (each an "Assignee"); (iii) **e-talk Corporation** (the "Company"); (iv) **Cook CLO Investments, LP** ("Cook"); and (v) **Mizuho Corporate Bank (USA)** ("the "Administrative Agent").

Witnesseth:

Whereas, pursuant to the Transfer and Assignment Agreement dated as of the date hereof (the "Transfer and Assignment Agreement") among Assignors, Assignees and the Administrative Agent, Assignors are transferring and assigning to Assignees all of the "Transferred and Assigned Assets and Rights" (as defined in the Transfer and Assignment Agreement). Terms used herein and not otherwise herein defined shall have the meaning assigned to such terms in the Transfer and Assignment Agreement or in the "Credit Agreement" (as defined in the Transfer and Assignment Agreement).

Whereas, it is a condition to the obligations of Assignors and Assignees under the Transfer and Assignment Agreement that the parties hereto execute this Mutual Release.

Now, therefore, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. (a) (i) Each of the parties hereto (each a "Releasor"), effective as of the date hereof but subject to the execution and delivery of this Mutual Release by each of Assignors, Assignees, the Company, Cook and the Administrative Agent, and except as to the Excluded Claims (as hereinafter defined), completely and forever releases, waives and discharges any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities, of any kind or nature, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing as of the date hereof or arising after the date hereof in law, equity or otherwise (all of the foregoing being herein together referred to as "Claims"), that are based in whole or in part on any act, omission, transaction or other occurrence taking place on or prior to the date hereof in any way relating to the Company, the Loan Documents or the Obligations under the Loan Documents (all of the foregoing being herein together referred to as "Released Claims") that such Releasor has, had or may have against any other party hereto (a "Releasee") and each Releasee's respective affiliates, shareholders, partners, members, directors, officers, employees, agents, advisors, principals, members, attorneys, other professionals and representatives, and all of their respective heirs, predecessors, successors and assigns (collectively, the "Released Parties"), including without limitation:

(A) any Claims arising from any of the Released Parties' ownership of the Transferred and Assigned Assets and Rights or the Released Parties' ownership of any securities, indebtedness or other obligations of the Company, including without limitation the Obligations under the under the Loan

Documents and any acquisition by Assignors, Assignees or Cook of any Obligations under the Loan Documents;

(B) any derivative Claims asserted, or that might be asserted, on behalf or in the name of the Company or any estate thereof;

(C) any Claims with respect to alleged violations of federal or other securities laws;

(D) any Claims related to alleged breaches of fiduciary or other obligations and duties;

(E) any Claims based upon any actions taken, or any failure to take any actions, by any of the Released Parties in their capacity as shareholders, directors, officers, employees, agents, advisors or representatives of the Company; and

(F) any Claims of the Administrative Agent or Assignors against each other under or related to the Loan Documents; and any Claims of the Administrative Agent or Assignors against the Company, each other or otherwise in respect of Administrative Agent's or Assignors' expenses under the Loan Documents.

(ii) The provisions of this Mutual Release shall not apply to release or preclude, and the Released Claims shall not include, the following ("Excluded Claims"):

(A) any Claims which Assignors or Assignees may have against each other under, based upon or arising out of the Transfer and Assignment Agreement, or the Acknowledgement and Consent executed by each of the Company, Cook and the Administrative Agent, or any breach thereof, including without limitation any indemnification Claims of Assignee against Assignors under the Transfer and Assignment Agreement; and

(B) any of the following Claims against the Company, which shall be vested exclusively and irrevocably in Assignees pursuant to the Transfer and Assignment Agreement and shall remain outstanding and enforceable solely by Assignees for the exclusive benefit of Assignees, based upon, arising out of or related to: (x) the Obligations of the Company under the Loan Documents, including without limitation the Loans and the Notes; and (y) any Default or Event of Default existing on or prior to the date hereof or arising after the date hereof, including without limitation any Claims based upon, resulting from or arising out of any such Default or Event of Default (all such Claims of Assignors being included in the Transferred and Assigned Assets and Rights), and nothing contained in the Mutual Release shall constitute or be construed to as a waiver or forbearance of or with respect to any such Default or Event of Default.

(b) The Releasing Parties shall be forever precluded from asserting, and shall not take any action, to assert, any Released Claims against any of the Released Parties or any of their respective assets.

(c) Nothing contained herein shall be deemed to assert or imply any admission or liability on the part of any of the Released Parties.

2. (a) This Mutual Release contains the entire agreement between parties hereto with respect to the transactions hereunder and supersedes all prior arrangements or understandings with respect thereto.

(b) This Mutual Release shall be governed by and construed in accordance with the Laws of the State of New York (other than the choice of law principles thereof).

(c) Any action, suit or other proceeding initiated by any party hereto against any other party hereto under or in connection with this Mutual Release may be brought only in either the United States District Court for the Southern District of New York or a New York state court located in the City of New York having appropriate jurisdiction. Each of the parties hereby submit themselves to the jurisdiction of any such court for the purpose of any such action and agree that service of process on them in any such action, suit or proceeding may be effected by the means by which notices are to be given to it under this Mutual Release.

(d) The parties hereto acknowledge that the award of damages for any breach of the obligations undertaken by the parties hereto may be insufficient and inadequate and that the parties hereto shall be entitled to obtain specific performance of the obligations of the other parties under this Mutual Release or other injunctive relief, in addition to damages.

(e) In the event that it shall be necessary for any party to this Mutual Release to commence litigation to enforce its rights under this Mutual Release, and in the event that it is finally determined by a court of competent jurisdiction that the party against whom such enforcement is sought is in material breach of its obligations under this Mutual Release, then the prevailing party shall be entitled also to its legal costs in connection with the enforcement of such rights. In the event that it is finally determined by a court of competent jurisdiction that the party against whom such enforcement is sought is not in material breach of its obligations under this Mutual Release, then such party shall be entitled to its legal costs in connection with the defense of the action brought against it.

(f) All notices or other communications which are required or permitted under this Mutual Release shall be in writing and sufficient if delivered personally or sent by facsimile transmission, internationally recognized over-night courier or registered or certified mail, postage prepaid, addressed as follows:

If to Assignors:

To the addresses for such Assignors as set forth on the signature page to this Agreement.

with a copy to:

Barton, Barton & Plotkin, LLP
420 Lexington Avenue
New York, New York 10170
Attention: Roger E. Barton, Esq.
Fax: 212.687.3667

If to Assignees:

c/o GSC Partners
12 East 49th Street
Suite 3200
New York, New York 10017
Attention: Matthew C. Kaufman
Managing Director
Fax: 212.884.6184

If to the Company:

4040 West Royal Lane
Suite 100
Irving, Texas 75063-2825
Attention: Scott Shute
Fax: 972.819.3316

If to Cook:

14 Berkley Lane
St. Louis, Missouri 63124
Attention: Stacy Cook
Managing Member
Fax: 212.245.4992

If to the Administrative Agent:

To the address for notice to the Administrative Agent set forth in the Credit Agreement.

Any such notices or communications shall be deemed to have been received: (i) if delivered personally or sent by facsimile transmission (with transmission confirmed in a writing) or nationally recognized overnight courier; or (ii) if sent by registered or certified mail, on the date on which such mailing was received by the party to whom it was addressed. Any party may by notice as aforesaid change the address to which notices or other communications to it are to be delivered or mailed.

(g) Neither this Mutual Release nor any claims or rights under this Mutual Release shall be assignable otherwise than by operation of law by any party without the prior written consent of the other parties, and any purported assignment by any party without the prior written consent of the other parties shall be void. This Mutual Release shall inure to the benefit of and be binding upon the parties hereto and their respective successors (whether by merger or otherwise) and permitted assigns.

(h) Any waiver of any term or condition of this Mutual Release, or any amendment or supplementation of this Mutual Release, shall be effective only if in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Mutual Release shall not in any way affect, limit or waive a party's rights under this Mutual Release at any time to enforce strict compliance thereafter with every term or condition of this Mutual Release.

(i) Notwithstanding any other provision of this Mutual Release, this Mutual Release shall not create benefits on behalf of any third party or any other Person, other than the Released Parties; and this Mutual Release shall be effective only as among the parties hereto, their successors and permitted assigns.

(j) In the event that any provision contained in this Mutual Release shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Agreement shall not, at the election of the party for whose benefit the provision exists, be in any way impaired.

(k) The parties hereto shall take such additional actions, and shall execute and deliver such additional documents, agreements, instruments, assignments and endorsements as shall be reasonably requested from time to time by the other to confirm, evidence or more fully effect the provisions of this Mutual Release.

(l) This Mutual Release may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one of such counterparts.

(m) Each of the parties hereto shall be responsible for its own legal fees and expenses in connection with this Mutual Release and the transactions hereunder.

(n) The obligations of each Assignor and each Assignee under this Mutual Release shall be several and not joint.

[Signature Page Follows]

In witness whereof, the undersigned have executed this Mutual Release as of the date first above written.

Assignors:

First Source Financial LLP
By: First Source Financial, Inc., Its
Manager

By: Robert S. Palmer
Robert S. Palmer
Vice President

Stairway Capital Management LP

By: Karen E. Simeone
Karen E. Simeone
Director

Assignees:

Greenwich Street Capital Partners II, L.P.
Greenwich Fund, L.P.
GSCP Offshore Fund, L.P.
Greenwich Street Employees Fund, L.P.
TRV Executive Fund, L.P.

By: Greenwich Street Investments II,
L.L.C., its general partner

By: _____
Print Name: _____
Print Title: _____

Company:

e-talk Corporation

By: _____
Print Name: _____
Print Title: _____

Cook:

Cook CLO Investments, LP
By: Cook CLO Management, LLC, its
General Partner

By: Stacy Cook
Stacy Cook
Managing Member

Administrative Agent:

Mizuho Corporate Bank (USA),
as Administrative Agent

By: Lance Zaremba
Lance Zaremba
Director

Mutual Release

In witness whereof, the undersigned have executed this Mutual Release as of the date first above written.

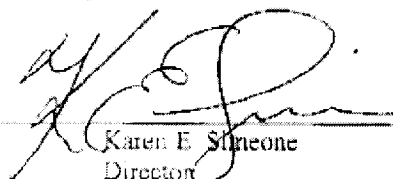
Assignors:

First Source Financial LLP

By: First Source Financial, Inc., Its
Manager

By: _____
Robert S. Palmer
Vice President

Stairway Capital Management LP

By: 
Karen E. Sineone
Director

Assignees:

- Greenwich Street Capital Partners II, L.P.
- Greenwich Fund, L.P.
- GSCP Offshore Fund, L.P.
- Greenwich Street Employees Fund, L.P.
- TRV Executive Fund, L.P.

By: Greenwich Street Investments II,
L.L.C., its general partner

By: _____
Print Name: _____
Print Title _____

Company:

e-talk Corporation

By: _____
Print Name: _____
Print Title _____

Cook:

Cook CLO Investments, LP

By: Cook CLO Management, LLC, its
General Partner

By: _____
Stacy Cook
Managing Member

Administrative Agent:

Mizuho Corporate Bank (USA),
as Administrative Agent

By: _____
Lance Zarembo
Director

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Stairway Capital Management LP

By: _____
Robert S. Palmer
Vice President

By: _____
Christopher Leheny
Director of Operations

Assignees:

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Greenwich Street Employees Fund, L.P.
TRV Executive Fund, L.P.

By: Greenwich Street Investments II,
L.L.C., its general partner

By: Matthew Kaufman
Print Name: Matthew Kaufman
Print Title: Managing Director

Company:

e-talk Corporation

Cook:

Cook CLO Investments, LP
By: Cook CLO Management, LLC, its
General Partner

By: _____
Print Name: _____
Print Title: _____

By: _____
Stacy Cook
Managing Member

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Lance Zuremba
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Robert S. Palmer
Vice President

Stairway Capital Management LP

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Christopher Leheny
Director of Operations

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Greenwich Fund, L.P.

GSCP Offshore Fund, L.P.

Greenwich Street Employees Fund, L.P.


TRV Executive Fund, L.P.

By: Greenwich Street Investments II,
L.L.C., its general partner

By: _____
Print Name: _____
Print Title: _____

Company:

e-talk Corporation

By: 
Print Name: Scott Shute
Print Title: Pics & CEO

Cook:

Cook CLO Investments, LP

By: Cook CLO Management, LLC, its
General Partner

By: _____
Stacy Cook
Managing Member

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Lance Zaremba
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Lance Zaremba
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By: _____
Karen E. Simeone
Director

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By: _____
Print Name: _____
Print Title: _____

Company:

e-talk Corporation

By: _____
Print Name: _____
Print Title: _____

Cook:

Cook CLO Investments, LP

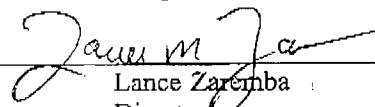
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By: _____
Stacy Cook
Managing Member

Administrative Agent:

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Mutual Release