

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleet National Bank		08/31/2004	Bank: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Phillips Management Group, LLC		
Street Address:	7811 Montrose Road		
City:	Potomac		
State/Country:	MARYLAND		
Postal Code:	20854		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1873792	JOHN DESSAUER'S INVESTOR'S WORLD	
Registration Number:	2424183	TECHNOLOGY INVESTING	
Registration Number:	2420262	TECHNOLOGY INVESTING	
CORRESPONDENCE DATA			
Fax Number:	(301)230-2891		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	301-230-5242		
Email:	evonvorys@srgpe.com		
Correspondent Name:	Eric J. von Vorys		
Address Line 1:	11921 Rockville Pike		
Address Line 2:	Third Floor		
Address Line 4:	Rockville, MARYLAND 20852		
ATTORNEY DOCKET NUMBER:	112903.00014		
NAME OF SUBMITTER:	Eric J. von Vorys		

CH \$90.00 1873792

Signature:

/EricJvonVorys/

Date:

12/15/2006

Total Attachments: 4

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PHILLIPS INTERNATIONAL, INC.

TERMINATION AGREEMENT

This Agreement, dated as of August 31, 2004, is among Phillips International, Inc., a Maryland corporation (the "Company"), certain of its Subsidiaries party hereto (the "Borrowers") and Fleet National Bank, as Agent (the "Agent") under the Credit Agreement (as defined in Exhibit A hereto). The parties agree as follows:

1. Reference to Agreements; Definitions. Reference is made to the agreements and instruments listed on Exhibit A hereto (collectively, the "Terminated Credit Documents"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein with the meanings so defined.

2. Payment in Full. The Borrowers have paid to the Agent all principal of and interest on the Loan accrued and unpaid to the date hereof, together with all fees and expenses of any nature described in the Credit Agreement or the other Terminated Credit Documents accrued and unpaid to the date hereof, all in the amounts set forth in Exhibit B hereto. Each party hereto confirms that (a) the items set forth in Exhibit B are the only accrued obligations known to it owing by the Borrowers or the Guarantors to the Agent, the Lenders or any Letter of Credit Issuer as of the date hereof and that no Letters of Credit are outstanding, and (b) the payment by the Borrowers to the Agent of such items on the date hereof discharges the Borrowers and the Guarantors from all obligations under the Credit Documents other than any obligations under the surviving provisions referred to in Section 3 below. The Borrowers terminate the obligations of the Lenders to make any further extensions of credit pursuant to the Credit Agreement.

3. Termination of Agreements. The Terminated Credit Documents are hereby terminated and shall be of no further force or effect, except to the extent that any provisions contained in the Terminated Credit Documents are stated to survive the termination thereof or the payment in full of the Company's obligations thereunder. As of the date hereof, all outstanding Notes are automatically cancelled and of no further force or effect.

4. Release of Collateral. The Company represents that it is solvent as of the date hereof. The Agent releases, without recourse, representation or warranty of any nature, whether express or implied, its security interest in all Credit Security pledged by the Company and the Guarantors to secure the payment of the Company's obligations as described in Section 2 above. The Agent has this date delivered to the Company UCC-3 termination statements, termination of trademark collateral assignments, pledged stock certificates and related transfer powers to effectuate releasing its interests in the Credit Security. The Agent, the Letter of Credit Issuers and the Lenders shall, upon request and at the expense of the Company, take any action and execute any documents reasonably necessary to effectuate the release of the Credit Security.

5. No Prior Transfer of Credit Security. The Agent represents and warrants that it has not created or suffered to be created any Lien on the Credit Security and has not transferred or assigned any interest in the Credit Security, other than the release of Credit Security pursuant to Section 4 above and any partial releases of specific items of Credit Security previously executed at the Company's request.

6. Release. In consideration of the agreements by the Agent hereunder and for other valuable consideration, the receipt and sufficiency of which are acknowledged, each of the Borrowers and the other Guarantors fully releases, discharges and covenants not to sue the Agent, any of the Lenders or any of their respective directors, officers, employees, agents, accountants, attorneys, consultants and each Person, if any, that controls any of them, from and with respect to any claims, liabilities, actions and suits of every nature, whether in law, at equity or otherwise, arising from or relating to the Credit Agreement or the other Credit Documents or any event which happened or action taken or omitted to be taken prior to the date hereof with respect thereto or which arises from or relates to the Credit Documents, the Credit Obligations or any possible refinancing or restructuring thereof.

7. Indemnification With Respect to Missing Notes. Each of the Lenders agrees to indemnify and hold each of the Obligor harmless from any liability, loss or damage arising under or related to any of the Notes issued to such Lender pursuant to the Credit Agreement which are not returned to the Company for cancellation on the date hereof for the period from the date hereof to the date such Note is actually returned for cancellation.

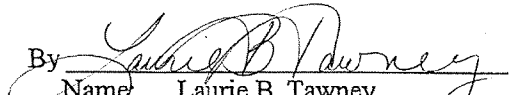
8. Further Assurances. The parties to this Agreement shall, upon the request and at the expense of the Company, take any actions and execute any documents reasonably necessary to effectuate this Agreement.

9. General. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument, shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of The Commonwealth of Massachusetts and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

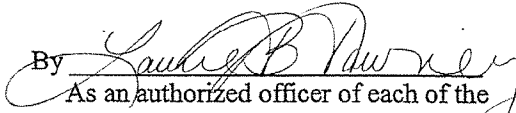
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Each of the undersigned has caused this Agreement to be executed and delivered by its duly authorized officer as an agreement under seal as of the date first above written.

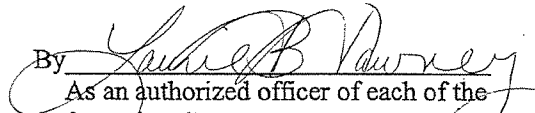
PHILLIPS INTERNATIONAL, INC.

By 
Name: Laurie B. Tawney
Title: Senior Vice President and Treasurer

DOCTORS' PREFERRED, INC.
PHILLIPS HEALTH, LLC
PHILLIPS INVESTMENT RESOURCES, LLC
PHILLIPS MANAGEMENT GROUP, LLC

By 
As an authorized officer of each of the
foregoing Borrowers

TELEPHONE SWITCH NEWSLETTER.

By 
As an authorized officer of each of the
foregoing Guarantor

FLEET NATIONAL BANK, as
Agent under the Credit Agreement

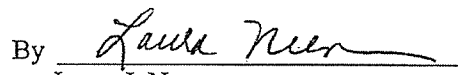
By 
Laura J. Neenan
Vice President

Exhibit A

Terminated Credit Documents

1. The Second Amended and Restated Credit Agreement, originally dated as of September 28, 2001, as amended and in effect on the date hereof prior to giving effect to this Agreement (the "Credit Agreement"), among the Company, certain of its Subsidiaries, the Agent and certain lenders.
2. The respective Notes (as defined in the Credit Agreement).
3. The Security Agreement dated as of August 30, 2000 (the "Security Agreement") among the Borrowers, the Guarantors and the Agent.