OP \$340.00 18/3/

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Phillips Investment Resources, LLC	Phillips Investment Resources, LLC		LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	ACP Phillips Investment Resources, LLC
Street Address:	9420 Key West Avenue
City:	Rockville
State/Country:	MARYLAND
Postal Code:	20850
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1873792	JOHN DESSAUER'S INVESTOR'S WORLD
Registration Number:	1612931	MUTUAL FUND INVESTING
Registration Number:	1123864	THE RETIREMENT LETTER
Registration Number:	2424183	TECHNOLOGY INVESTING
Registration Number:	2420262	TECHNOLOGY INVESTING
Registration Number:	2434717	PROFITABLE INVESTING
Registration Number:	2629816	INVESTOR'S WORLD
Registration Number:	2434716	THE RETIREMENT LETTER
Registration Number:	3154838	QUANTUM GROWTH
Registration Number:	3107914	MAXIMUM OPTIONS
Serial Number:	78681289	LOUIS NAVELLIER'S EMERGING GROWTH
Serial Number:	78830924	THE 25% CASH MACHINE
Serial Number:	77003999	PORTFOLIOGRADER

TRADEMARK REEL: 003473 FRAME: 0543

900068347 REEL: 003473 F

CORRESPONDENCE DATA

Address Line 2:

Fax Number: (617)248-4000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Choate, Hall & Stewart LLP

Phone: 6172484877

Email: hbalmat@choate.com

Correspondent Name: Heather E. Balmat

Address Line 1: Two International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2007594.0001
NAME OF SUBMITTER:	Heather E. Balmat
Signature:	/Heather E. Balmat/
Date:	02/01/2007

Total Attachments: 6 source=avista#page1.tif source=avista#page2.tif source=avista#page3.tif source=avista#page4.tif source=avista#page5.tif source=avista#page6.tif

ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS

This Assignment of Trademarks and Copyrights is entered into as of January 31, 2007, by and between Phillips Investment Resources, LLC, a Maryland limited liability company having a principal place of business at 9420 Key West Ave, Rockville, MD 20850 ("Assignor"), and ACP Phillips Investment Resources, LLC, a Delaware limited liability company having a principal place of business at 9420 Key West Avenue, Rockville, MD 20850 (the "Assignee").

Introduction

The Assignor, the Assignee, Phillips International, Inc., Thomas L. Phillips and The Thomas L. Phillips Revocable Living Trust have entered into a Purchase and Sale Agreement (the "Purchase Agreement"), dated as of December 22, 2006, pursuant to which the Assignee shall acquire substantially all of the assets of the Assignor including, without limitation, the Marks and Copyrights (as defined below).

The Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks and trademark registrations listed on Schedule A attached hereto (the "Marks") and the registered copyrights listed on Schedule B attached hereto (the "Copyrights"). Assignee wishes to acquire, and Assignor wishes to assign, Assignor's entire right, title and interest in and to the Marks and Copyrights.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor agrees to and hereby does sell, transfer, assign and set over to Assignee the entire right, title and interest of Assignor in and to Assignor's Intellectual Property (as that term is defined in the Purchase Agreement), including without limitation the Marks and Copyrights, together with all registrations and applications therefor, in the United States and for all other foreign countries, including any renewals thereof that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with the right or priority under any international agreements to which the United States adheres and including (a) all goodwill associated with the Marks and Copyrights, (b) all income, royalties and rights to payment with respect to the Marks and Copyrights, and (c) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks and Copyrights with the right to sue for, and collect the same for Assignee's own use and enjoyment.

Assignor requests the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all foreign countries to record Assignee as the assignee and owner of the Marks. Assignor requests the Register of Copyrights, any other governmental or judicial

entity and any and all foreign countries to record Assignee as the assignee and owner of the Copyrights.

- Further Assurances. Assignor shall provide to Assignee reasonable cooperation 2. and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks or Copyrights, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks or Copyrights, including, but not limited to, testifying as to any facts relating to the Marks or Copyrights assigned herein, (c) in obtaining any additional trademark or copyright protection for the Marks and Copyrights, respectively, that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries and (d) for the implementation or perfection of the provisions of this Assignment.
- Miscellaneous. This agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflicts of law provisions. This agreement shall not be construed as a waiver of, or to limit, terminate, modify or derogate from the representations, warranties, covenants and agreements set forth in the Purchase Agreement. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

ACP PHILLIPS INVESTMENT RESOURCES, LLC

PHILLIPS INVESTMENT RESOURCES, LLC

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS & COPYRIGHTS]

 $\frac{Schedule\;A}{Trademark \; Registrations}$

Mark	Jurisdiction	Status	App. No.	Reg. No.
JOHN DESSAUER'S INVESTOR'S WORLD	us	Registered	74/404386	1873792
MUTUAL FUND INVESTING	US	Registered	74/016598	1612931
THE RETIREMENT LETTER	us	Registered	72/462301	1123864
INVESTOR'S WORLD	Canada	Registered	775581	TMA456858
THE RETIREMENT LETTER	Canada	Registered	809925	TMA535611
TECHNOLOGY INVESTING	US	Registered (Supplemental Register)	75/624989	2424183
TECHNOLOGY INVESTING	US	Registered (Supplemental Register)	75/747226	2420262
PROFITABLE INVESTING	US	Registered	75/747227	2434717
INVESTOR'S WORLD	US	Registered	75/912719	2629816
THE RETIREMENT LETTER	US	Registered	75/747210	2434716
QUANTUM GROWTH	US	Registered	78/417143	3154838
MAXIMUM OPTIONS	US	Registered	78/466382	3107914
LOUIS NAVELLIER'S EMERGING GROWTH	US	Pending	78/681289	

Mark	Jurisdiction	Status	App. No.	Reg. No.
THE 25% CASH MACHINE	US	Pending	78/830924	
PORTFOLIOGRADER	US	Pending	77/003999	

Schedule B

Registered Copyrights

Title	Jurisdiction	Status	Reg. Date	Reg. No.
Stocks to Sell	US	Registered	March 28, 2006	TX 6-314-381
2005 Investing Secrets	US	Registered	March 28, 2006	TX 6-314-383
The Truth About the Recovery	us	Registered	March 28, 2006	TX 6-314-385
4 Big Investing Mistakes	us	Registered	March 28, 2006	TX 6-314-384
Dangerous Investing Mistakes	US	Registered	March 28, 2006	TX 6-314-382
The Battle of Two Brothers	US	Registered	March 28, 2006	TX 6-314-386
The Case Against Mutual Funds	US	Registered	March 28, 2006	TX 6-314-380

RECORDED: 02/01/2007