

MRD 5-26-98

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06-10-1998

COVER SHEET

OMB No. 0651-0011 (exp. 4/94)

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To the Honorable Commissioner c



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attached original documents or copy thereof.

1. Name of conveying party(ies):
Emanuel Publishing Corp.

- Individual(s)
- General Partnership
- Corporation-State New York
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other License
- Merger
- Change of Name

Execution Date: December 26, 1997

2. Name and address of receiving party(ies)

Name: World Marketing, Inc.

Internal Address:

Street Address: 1835 East Military Avenue
Suite 111

City: Fremont State: NE ZIP: 68025

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Nebraska
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,741,217

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Koley, Jessen, Daubman & Rupiper, P.C.

Internal Address: Attn: Roberta L. Christensen

Street Address: 1125 South 103rd Street

Suite 800

City: Omaha State: NE ZIP: 68124

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

World Marketing, Inc.

By: Richard L. Pane, Secretary
Name of Person Signing

Signature

5-18-98
Date

Total number of pages including cover sheet, attachments, and documents: 7

06/10/1998 0000000 1741217 40.00
JANUARY 0000000 1741217 40.00

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of December, 1997, by and between Emanuel Publishing Corp., a New York corporation (hereinafter "Licensor"), and World Marketing, Inc., a Nebraska corporation (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of the registered trademark "IN-A-FLASH" (hereinafter "Trademark");

WHEREAS, Licensee desires to obtain a license from Licensor to use the Trademark on (i) flash cards and other study preparation materials for college entrance examinations and/or (ii) college scholarship identification services which utilize personal information about the purchaser of such services, including, without limitation, his/her personal characteristics, educational background and possible professional interests (hereinafter collectively the "Educational Preparatory Materials"); and

WHEREAS, Licensor is willing to grant Licensee a limited license to use the Trademark on the Educational Preparatory Materials pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. License. Licensor hereby grants Licensee a royalty-free and exclusive right and license to use the Trademark in connection with its business of selling Educational Preparatory Materials (the "Educational Preparatory Business").

2. Quality of Educational Preparatory Materials. The quality of the Educational Preparatory Materials produced and sold by Licensee under the Trademark as herein permitted shall be satisfactory to Licensor.

3. Inspections.

(a) New Products. No later than 15 business days prior to Licensee's first publication or distribution of any item which constitutes an Educational Preparatory Material and which will bear or contain the Trademark (hereinafter "New Product"), Licensee will furnish 2 specimens of the New Product to Licensor free of cost. Licensor shall have the right to inspect such specimens to determine whether Licensee's use of the Trademark on the New Product complies with the terms of this Agreement. Licensor shall notify Licensee in writing of the results of its determination no later than 5 business days after receiving said specimens. In the event that Licensor determines that Licensee's use of the Trademark on the New Product does not comply with the terms of this Agreement, Licensor and Licensee shall use their best efforts in good faith to jointly agree, on a timely basis, upon the changes to be made to the New Product in order to bring it into compliance with this Agreement.

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(b) Change in Design. Licensee desires to display the Trademark on the Educational Preparatory Materials in the form set forth on Exhibit "A", which is attached hereto and incorporated herein by this reference. If Licensee should, at any time, desire to display the Trademark on the Educational Preparatory Materials in a form or forms different from that set forth on Exhibit "A", it shall notify Licensor in writing of same and shall furnish 2 specimens to Licensor which show the desired changes to the manner in which the Trademark is displayed. Licensor shall have the right to inspect such specimens to determine whether the desired changes to the display of the Trademark reasonably comply with the terms of this Agreement, and shall notify Licensee in writing and on a timely basis of the results of its determination. In the event that Licensor reasonably determines that the desired changes to the Trademark do not comply with the terms of this Agreement, Licensor and Licensee shall use their best efforts, in good faith and on a timely basis, to create a mutually acceptable change or changes to the manner in which the Trademark is displayed.

4. Use of Trademark.

(a) Legend. Each item which constitutes an Educational Preparatory Material and which contains the Trademark shall bear the following legend: "IN-A-FLASH and design is a registered trademark of Emanuel Publishing Corp., used under license."

(b) No Rights to Other Trademarks. No license is herein granted or implied to use any other registered or unregistered trademarks owned by Licensor. In furtherance and not in limitation of the foregoing, Licensee specifically agrees that it will not (i) use the trademark "LAW IN A FLASH"; (ii) use the Trademark on a product or service dealing with a legal topic; or (iii) use the Trademark preceded by a topic name or the like (e.g., "HISTORY IN A FLASH").

(c) Acknowledgment of Ownership. Licensee hereby acknowledges Licensor's exclusive right, title and interest in and to the Trademark and agrees to not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. In connection with Licensee's use of the Trademark, Licensee shall not in any manner represent that Licensee has any ownership in the Trademark or registration thereof. Licensee further acknowledges and agrees that use of the Trademark shall not create in Licensee's favor any right, title or interest in or to the Trademark. When using the Trademark as herein permitted, Licensee agrees to comply with all laws pertaining to trademarks in force at any time, including, but not limited to, compliance with marking requirements.

5. Registration of License. Licensor may, in its sole discretion, record this Agreement in the United States Patent and Trademark Office. Licensee agrees that upon the request of Licensor, it will execute such further documents and take such additional actions as may be reasonably necessary to enable Licensor to so record this Agreement.

6. Term. This Agreement shall continue for a period of 5 years from the date hereof (the "Initial Term"). Either party may notify the other in writing, no later than 6 months prior to the expiration of the Initial Term, that it desires to terminate the Agreement, and the Agreement shall be terminated at the expiration of the Initial Term. If no such written notice is given, the Agreement

shall renew on identical terms for an additional 5-year period upon the expiration of the Initial Term and upon the payment, by Licensee, of a one-time fee of \$5,000.00. Notwithstanding the foregoing, Licensor may, at its option, immediately terminate this Agreement without prior notice or legal action upon the occurrence of any of the following events: (i) the cessation by Licensee of the conduct of the Educational Preparatory Business; (ii) the bankruptcy, receivership or dissolution of Licensee; (iii) Licensee's breach of any material term of this Agreement; or (iv) the sale of all or substantially all of the stock of Licensee to a third party unrelated to Licensee or Licensor or the sale of all or substantially all of the assets of the Educational Preparatory Business to a third party unrelated to Licensee or Licensor. Upon termination of this Agreement for any reason whatsoever, Licensee will cease and desist from all use of the Trademark in any way, and Licensee shall at no time adopt or use, without Licensor's prior written consent, any word or mark which is likely to be similar to or confused with the Trademark.

7. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective representatives, successors and assigns. Notwithstanding the foregoing, Licensee may not, without the prior written consent of Licensor, assign either this Agreement or any of the rights, interests or obligations hereunder to anyone other than an entity which is directly or indirectly controlling, controlled by or under common control with Licensee (an "Affiliate").

8. Maintenance of Trademark. Licensor shall use its best efforts to register and maintain, or cause to be registered and maintained, the Trademark so as to enable Licensee to use the Trademark in accordance with Section 1.

9. Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by certified mail, postage prepaid, addressed to the party to be notified at the address set forth below its signature, or at such other address as may be furnished in writing to the notifying party.

10. Modification. The parties hereby agree that no change or modification to this Agreement shall be valid unless such change or modification is in writing and signed by Licensor and Licensee.

11. Entire Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and shall supersede and replace all other agreements and understandings between the parties relating thereto, including without limitation the License Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute arising under this Agreement shall be settled by resort to the state or federal courts of general jurisdiction located in the State of New York.


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXHIBIT "A"
TO LICENSE AGREEMENT



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

EMANUEL PUBLISHING CORP., a New York corporation, Licensor

By: 
Its: Vice-President
1865 Palmer Avenue
Larchmont, New York 10538

WORLD MARKETING, INC., a Nebraska corporation, Licensee

By: _____
Its: _____
1835 East Military Avenue
Suite 111
Fremont, NE 68025

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.


EMANUEL PUBLISHING CORP., a New York corporation, Licensor

By: _____

Its: _____

1865 Palmer Avenue
Larchmont, New York 10538

WORLD MARKETING, INC., a Nebraska corporation, Licensee

By:  _____

Its: CFO _____

1835 East Military Avenue
Suite 111
Fremont, NE 68025

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02-19-1998

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OMB No. 0651-0011 (exp. 4/94)

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attached original documents or copy thereof.

To the Honorable Commissioner

1. Name of conveying party(ies):

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- Corporation-State New York
- Other
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- Limited Partnership

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Execution Date: December 26, 1997

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City: Fremont State: NE ZIP: 68025

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(Designations must be a separate document from assignment)

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B. Trademark Registration No.(s)

1,514,556

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Koley, Jessen, Daubman & Rupiper, P.C

Internal Address: Attn: Roberta L. Christensen

Street Address: 1125 South 103rd Street

Suite 800

City: Omaha State: NE ZIP: 68124

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

02/19/1998 JSHRBAZZ 00000038 1514556
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DO NOT USE THIS SPACE

9. 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.

World Marketing, Inc.
By: Richard L. Pane, Secretary
Name of Person Signing

Signature

1-20/98
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1738 FRAME: 0584

KOLEY, JESSEN, DAUBMAN & RUPIPER, P.C.

ATTORNEYS AT LAW

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May 21, 1998

United States Patent and Trademark Office
ATTN: Steven Post, Examiner
Assignment Division
Office of Public Records
Washington, D.C. 20231

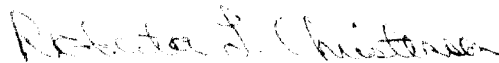
RE: "IN-A-FLASH" Trademark License Agreement
Our File No.: 7230-010

Dear Mr. Post:

In accordance with our recent conversation, please find enclosed a Recordation Form Cover Sheet and a copy of the License Agreement executed by and between World Marketing, Inc. and Emanuel Publishing Corp. This Recordation Form Cover Sheet is being sent to you to correct an earlier recordation, dated January 27, 1998. The trademark being licensed is "IN-A-FLASH," Registration No. 1,741,217, rather than "LAW IN A FLASH," Registration No. 1,514,556. A copy of the earlier recordation is enclosed. I would appreciate your assistance in making whatever corrections are necessary to reflect the true nature of this transaction.

The fee of \$40.00 is also enclosed. Please contact me if you have any questions.

Very truly yours,



Roberta L. Christensen

RLC:trg
Enclosures

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