

MWD 9-25-98

11:51

703 308 7031

PTO/STATES

002

10-02-1998

FORM PTO-1594
Rev. 8-93
MB No. 0651-0011 (exp. 4/94)

REC



EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

100842817

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ASM Communications, Inc.
1515 Broadway
New York, New York 10036

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

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

3. Nature of conveyance:

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

Execution Date: January 23, 1998

2. Name and address of receiving party(ies)

Name: Mintel International, Ltd.

Internal Address: c/o International Information Services

Street Address: 444 North Wells St., Suite 204

City: Chicago State: IL ZIP: 60610

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Great Britain
- 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)

1,474,946

Additional numbers attached? Yes No

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

Name: Mintel International Group

Internal Address: Attn: John Weeks

Street Address: 18-19 Long Lane

London EC1A 9HE

City: _____ State: _____ ZIP: _____

09/29/1998 DNGUYEN 00000170 1474946

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)

01 FC:481

40.00 DP

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.

Ruth E. Ganister
Name of Person Signing

Signature

9/22/98

Date

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1794 FRAME: 0828

PURCHASE AND SALE AGREEMENT

This PURCHASE and SALE AGREEMENT dated as of January 23, 1998 (herein, together with Exhibits attached hereto, referred to as the "Agreement") by and between MINTEL INTERNATIONAL GROUP Ltd, a British company organized and existing under the laws of England ("Buyer"), and ASM COMMUNICATIONS, INC., a New York corporation ("Seller").

In consideration of the mutual agreements herein contained, the parties agree as follows:

ARTICLE I TRANSFER OF ASSETS

1.1 Sale and Transfer of Assets. Subject to the terms and conditions of this Agreement, and in consideration of the purchase by Buyer described below, Seller hereby agrees to sell, transfer, convey, assign and deliver to Buyer at the Closing provided for in Section 2 hereof those certain assets and other rights of Seller relating to the publication NEW PRODUCT NEWS which are listed and set forth in Schedule 1.1 and referred to in the bill of sale (the "Bill of Sale") substantially in the form of Exhibit A attached hereto (such assets and other rights to be purchased and sold hereunder being hereinafter referred to as the "Purchased Assets"). The business conducted using the Purchased Assets is referred to as the "NEW PRODUCT NEWS Business". Anything in this Agreement to the contrary notwithstanding, to the extent the assignment of any agreement, contract, lease or purchase or sale order requires the consent of the other party thereto, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof, but Buyer and Seller agree that they will use their best efforts to obtain the written consent of the other parties to such agreements, contracts, leases and purchase and sale orders to the assignment thereof to Buyer as soon as practicable, and if such consent is not obtained, Seller will cooperate with Buyer in any reasonable arrangement designed to provide for Buyer the benefits under all such agreements, contracts, leases and purchase and sale orders, including enforcement for the benefit of Buyer of any and all rights of Seller against any other parties thereto arising out of the breach or cancellation thereof by any other party thereto.

1.2 Other Business. Buyer understands and agrees that Seller publishes publications other than NEW PRODUCT NEWS, and Seller will acquire no interest in the business or assets of such other publications.

1.3 Subscription Liability; Other Liabilities. Buyer specifically assumes the responsibility and liability to fulfill the existing subscriptions of NEW PRODUCT NEWS,

as set forth in Schedule 1.3 as at January 16, 1998 and all costs and expenses of the NEW PRODUCT NEWS Business incurred from and following Closing. Buyer does not assume any other liabilities. Seller shall retain liability for all costs and expenses of the NEW PRODUCT NEWS Business incurred prior to Closing for goods or services used by the NEW PRODUCT NEWS Business prior to Closing .

ARTICLE II **CLOSING & TRANSITION**

- 2.1 **Closing.** The closing of the transactions provided for herein (the "Closing") will take place by facsimile exchange (with hard copies to follow by airmail) of executed documents, at 10:00 A.M. (New York time) on January 23, 1998 ("the "Closing Date"). The Closing shall be effective as of 12:01 a.m. on the Closing Date.
- 2.2 **Closing Deliveries by Sellers.** At Closing, Seller shall deliver to Buyer:
- 2.2.1 **Bill of Sale.** A Bill of Sale in the form attached hereto as Exhibit A.
- 2.2.2 **Trademark, etc. Assignment.** An Assignment of Trademarks, Tradenames, Copyrights in the form attached hereto as Exhibit B.
- 2.2.3 **Current Subscriber List.** A list of all current subscribers to New Product News, by name, address and other available information, attached hereto as Exhibit C.
- 2.2.4 **Former Subscriber List.** A list of former subscribers to New Product News, with such additional particulars as are available attached hereto as Exhibit D.
- 2.3 **Closing Deliveries by Buyer.** At Closing, Buyer shall deliver to Seller the closing payment of \$253,400 (allocated among the assets as set forth in Schedule 1.1) by wire transfer in accordance with wire transfer instructions provided by Seller to Buyer.
- 2.4 **Transition Services:** As a material inducement to Buyer to conclude this agreement, the following transition services have been agreed:
- (i) **Office Space & Services.** During the six month period following Closing, Seller shall provide office space for six people on the premises occupied by NEW PRODUCT NEWS immediately prior to Closing. Buyer shall pay Seller: (i) \$500 per month per person for the use of such office space, and (ii) \$100 per month for the services of a shared receptionist to assist, as currently with general office services (but in any event, not in excess of the equivalent of 2 days per month). Buyer shall reimburse Seller for Seller's actual cost of providing telephone, photocopy and other office supplies and services (including black & white scanning at the rate of \$10 per scan). Seller shall invoice Buyer

monthly and payment shall be due within 10 business days of receipt. Buyer will provide Seller 30 days prior notice before vacating the premises.

- (ii) Cash Collection & Remission. Any payments made to Seller with respect to the publication of NEW PRODUCT NEWS in the period following January 16, 1998 will be remitted to Buyer as soon as practicable after receipt, but in no event more than 60 days thereafter. Seller shall afford Buyer access to Seller's applicable books and records, upon reasonable prior notice, for the limited purpose of confirming the completeness of these remittances.
- (iii) Printing and Subscription Management Services. Seller will use reasonable efforts to facilitate, where possible, the transition from Seller to Buyer of printing and subscription management services used by the NEW PRODUCT NEWS Business prior to Closing.

ARTICLE III **REPRESENTATIONS AND WARRANTIES OF SELLER**

- 3.1 **Organization.** Seller is a corporation, duly organized, validly existing and in good standing under the laws of the state of New York and has all power and authority to carry on its business as now being conducted and to own its properties.
- 3.2 **Authority.** Seller has full power and authority to enter into this Agreement and the other Agreements to which it is or will be a party at Closing and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Seller of the Agreements to which they are party or will be party to at Closing have been duly authorized by all requisite corporate action or otherwise. This Agreement has been, and each of the other Agreements to which they are a party will be as of the Closing Date, duly executed and delivered by Seller, and (assuming due execution and delivery by Buyer) this Agreement constitutes, and each of the other Agreements to which they are a party when executed and delivered will constitute, a valid and binding obligation of Seller, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.
- 3.3 **No Violation.** Seller is not subject to or bound by any provision of:
 - (a) any law, statute, rule, regulation or judicial or administrative decision,
 - (b) any articles or certificate of incorporation or by-laws,

(c) any mortgage, deed of trust, lease, note, shareholders' agreement, bond, indenture, other instrument or agreement, license, permit, trust, custodianship, other restriction, or

(d) any judgment, order, writ, injunction or decree of any court, governmental body, administrative agency or arbitrator,

that would prevent or be violated by or that would result in the creation of any encumbrance on the Purchased Assets as a result of, or under which there would be a default or right of termination as a result of, the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby. Except as disclosed in Schedule 3.3, no consent, approval, or authorization of or declaration or filing with any individual, corporation, partnership, trust or unincorporated organization or any government or any agency or political subdivision thereof (a "Person") is required for the valid execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby.

3.4 Litigation. There is (i) no outstanding consent, order, judgment, injunction, award or decree of any court, government or regulatory body or arbitration tribunal against or involving Seller relating to the NEW PRODUCT NEWS Business or the Purchased Assets; (ii) no action, suit, dispute or governmental, administrative, arbitration or regulatory proceeding pending or, to Seller's Best Knowledge, threatened against or involving the NEW PRODUCT NEWS Business or any of the Purchased Assets, and (iii) to Seller's Best Knowledge, no investigation pending or threatened against or relating to the NEW PRODUCT NEWS Business or the Purchased Assets (collectively, "Proceedings"). None of the foregoing Proceedings, if adversely determined against Seller would have a material adverse effect on the NEW PRODUCT NEWS Business or on the ability of Seller to consummate the transactions contemplated hereby.

3.5 Subscriber List; Personal Property:

- (i) Schedule 2.2.3 contains a list of all current subscribers to New Product News, by name, address and other information as available.
- (ii) Seller has good and valid title to all of the Purchased Assets free and clear of all encumbrances.

3.6 Real Property. There is no real property.

3.7 Financial Statements. Seller has heretofore furnished Buyer with a pro-forma financial statement of the NEW PRODUCT NEWS Business dated December 31, 1997 and attached hereto as Schedule 3.7. Such financial statement is correct in all material respects to Seller's Best Knowledge.

3.8 **Tax Matters.** Seller has filed, or will prepare and timely file, all Tax returns or reports relating or attributable to the NEW PRODUCT NEWS business which are required to be filed for all periods prior to or including the Closing Date, and such returns or reports are (or to the extent filed between the date hereof and the Closing Date will be) correct and complete. All Taxes (whether or not requiring the filing of returns or reports) relating to the Acquired Businesses for the aforementioned periods have been timely and fully paid or adequately reserved. All Taxes which Seller is required by law to withhold or collect relating to the NEW PRODUCT NEWS business have been duly withheld or collected and have been paid over to the appropriate governmental agency or authority or are properly recorded as a liability on the books of the NEW PRODUCT NEWS business. No Tax liens shall attach to any of the Purchased Assets because of a deficiency or delinquency in payment of Taxes by Seller or because of a failure to qualify in any jurisdiction in which Seller owns or leases property or conduct business. There will be no Tax deficiencies, or any interest or penalties thereon assessed, related to the Purchased Assets for any period ending on or before the Closing Date. For the purposes of this Agreement, Tax or Taxes shall mean any federal, state, local, foreign or other taxes (including, without limitation, income (net or gross), premium, transfer, sales, use, ad valorem, payroll, wage, severance, employment, occupation, property (real or personal), windfall profits, import, excise, custom, stamp, withholding or governmental charges of any kind whatsoever (including interest, penalties, additions to tax or additional amounts with respect to such items)).

3.9 **Intellectual Property.** (a) Schedule 3.9 sets forth:

- (i) all registered trademarks and service marks of the NEW PRODUCT NEWS Business and pending registrations by Seller of trademarks and service marks, including for each such trademark or service mark, the registration number and country;
- (ii) all registered copyrights of the NEW PRODUCT NEWS Business and applications by Seller for registration of copyrights, including the registration number, country and filing date of each such copyright; and
- (iii) all trade names and common law marks of the NEW PRODUCT NEWS Business

(collectively, the "Intellectual Property").

(b) Except as disclosed in Schedule 3.9:

- (i) Seller owns the Intellectual Property set forth in Schedule 3.9 free and clear of any encumbrances;

(ii) Seller has not granted any other party rights with respect to the Intellectual Property;

(iii) the trademarks, service marks and copyrights set forth in Schedule 3.9 are valid;

(iv) the trademark registrations, service mark registrations, copyright registrations set forth in Schedule 3.9 have been duly issued and have not been canceled, abandoned or otherwise terminated;

(v) the trademark applications, service mark applications, copyright applications set forth in Schedule 3.9 have been duly filed;

(c) Except as disclosed in Schedule 3.9,

(i) none of the trademarks, trade names, labels or other marks or copyrights used by the NEW PRODUCT NEWS Business, infringes the patent, industrial property, trademark, trade name, label, other mark, right or copyright of any other Person or entity;

(ii) neither Seller nor the NEW PRODUCT NEWS Business has received any notice of adverse claim or threat of adverse claim by any third party with respect thereto, and, to Seller's Best Knowledge, no basis exists for any such claim; and

3.10 Compliance With Law.

(a) The operations and activities of the NEW PRODUCT NEWS Business have complied and are in compliance in all respects with all applicable federal, state and local laws.

(b) There is no civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation, investigation, proceeding, notice or demand letter pending relating to the NEW PRODUCT NEWS Business.

3.11 Seller's Best Knowledge. The term "Seller's Best Knowledge", shall mean the best knowledge of Seller and its officers and directors and the management of NEW PRODUCT NEWS.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

- 4.1 **Due Organization of Buyer.** Buyer is a corporation which is duly organized, validly existing and in good standing under the laws of England and has the corporate power and authority to conduct its business as it is currently being conducted.
- 4.2 **Authority Relative to this Agreement.** Buyer has full power and authority, and has taken all necessary and proper action, to execute and deliver this Agreement and to consummate the transactions contemplated hereby or to be closed contemporaneously herewith. This Agreement will, upon the execution and delivery hereof, constitute valid and binding obligations, enforceable against it in accordance with its terms, subject to the effect of bankruptcy, insolvency, or similar laws generally affecting creditor's rights and to the application of general principles of equity.
- 4.3 **No Violation.** Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereby (i) requires any filing or registration with, or permit, authorization, consent or approval of, any governmental or regulatory authority on the part of Buyer, (ii) to the best of Buyer's knowledge and belief, violates or will violate any law, rule, regulation, ordinance, order, writ, injunction, judgment, decree or award of any court or governmental or regulatory authority to which Buyer or any of its property or assets is subject, or (iii) violates or will violate, or conflicts with or will conflict with, any provision of, or constitutes a default (or an event which, with notice or lapse of time or both, would constitute a default) under any of the terms of any deed of trust, franchise, license, lease, agreement or other instrument, arrangement, commitment, obligation, understanding or restriction of any kind to which Buyer is a party or by which it or its properties may be bound.

ARTICLE V
COVENANTS OF SELLER

Unless otherwise specified below, Seller covenants and agrees with Buyer as follows:

- 5.1 **Use of the Name "NEW PRODUCT NEWS".** Following Closing, neither Seller nor any parent or affiliate thereof shall utilize the name "NEW PRODUCT NEWS".
- 5.3 **Covenant to Satisfy Conditions.** Seller will use its best efforts to insure that the conditions set forth in Article VIII hereof are satisfied.
- 5.4 **Covenant Not to Compete.** Seller will not compete with the business of NEW PRODUCT NEWS for a period of two years following Closing.

ARTICLE VI
COVENANTS OF BUYER

Covenant to Satisfy Conditions. Buyer will use its best efforts to ensure that the conditions set forth in Article VII hereof are satisfied.

ARTICLE VII
CONDITIONS TO OBLIGATIONS OF SELLER

The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the satisfaction of each of the following conditions, unless waived in writing by Seller.

- 7.1 **Representations and Warranties True.** The representations and warranties of Buyer contained in this Agreement shall be true and accurate in all material respects as of the Closing Date except for changes expressly permitted or contemplated by the terms hereof.
- 7.2 **Performance.** Buyer shall have performed and complied with all agreements, obligations and conditions required by this Agreement to be performed or complied with by it on or prior to the Closing Date.
- 7.3 **No Governmental Proceeding or Litigation.** No suit, action, investigation, inquiry or other proceeding by any governmental body or other Person or legal or administrative proceeding shall have been instituted or threatened which questions the validity or legality of the transactions contemplated by this Agreement. All applicable waiting periods, if any, including any extensions thereof, under any applicable law, statute, regulation or rule, including but not limited to the Hart-Scott-Rodino Act, shall have expired or terminated, as applicable.

ARTICLE VIII
CONDITIONS TO OBLIGATIONS OF BUYER

The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction of each of the following conditions, unless waived in writing by Buyer.

- 8.1 **Representations and Warranties True.** The representations and warranties of Seller contained in this Agreement shall be true and accurate in all material respects as of the Closing Date, except for changes expressly permitted or contemplated by the terms hereof.

- 8.2 **Performance.** Seller shall have performed and complied with all agreements, obligations and conditions required by this Agreement to be performed or complied with by any of them on or prior to the Closing Date.
- 8.3 **No Governmental Proceeding or Litigation.** No suit, action, investigation, inquiry or other proceeding by any government body or other Person or legal or administrative proceeding shall have been instituted or threatened which questions the validity or legality of the transactions contemplated by this Agreement.

ARTICLE IX
SURVIVAL OF REPRESENTATIONS; INDEMNIFICATION

- 9.1 **Survival of Representations.** Notwithstanding any investigation at any time made by or on behalf of any party hereto, all representations, warranties, and agreements made by any party in this Agreement or pursuant hereto shall survive the Closing hereunder until December 31, 1998.
- 9.2 **Seller's Agreement to Indemnify.** Subject to the terms and conditions of this Article IX, Seller (the "Indemnitor") hereby agrees to indemnify, defend and hold harmless Buyer from and against all demands, claims, actions or causes of action, assessments, loss, damage, liability, cost or expense (collectively, "Claims") asserted against, resulting to, imposed upon or incurred by Buyer, directly or indirectly, by reason of or resulting from a breach of (i) Seller's representations, warranties or covenants contained in or made pursuant to this Agreement; (ii) any liability not specifically assumed by Buyer pursuant to this Agreement; and (iii) liability of any nature related to the issues of NEW PRODUCT NEWS published prior to the Closing up to a maximum total amount of \$50,000 (or, with respect to copyright infringement claims, to the extent of Seller's applicable liability insurance), only to the extent that, and in the amount by which, the cumulative and aggregate amount of all such Losses with respect to which Buyer would otherwise be entitled to indemnification exceeds \$25,000 (and in the case of any copyright infringement claim falling within the scope of Seller's applicable liability insurance, only to the extent that, and in the amount by which, such Loss exceeds the deductible amount of such insurance coverage).
- 9.3 **Conditions to Indemnification.** The obligations and liabilities of the Indemnitor under Section 9.3 with respect to Claims resulting from the assertion of liability by third parties against Buyer shall be subject to the following terms and conditions:
- 9.3.1 **Notice of Claim.** Buyer shall give the Indemnitor written notice of any Claim, which written notice shall be provided to the Indemnitor (i) in the case of a

Claim not relating to a cause of action asserted by a third party, within a reasonable period after Buyer becomes aware of the Claim, and (ii) in the case of a Claim resulting from a cause of action asserted by a third party, at least ten (10) business days prior to the due date (or extended due date, in the event Buyer shall have obtained an extension thereof) for the filing of initial responsive pleadings in any relevant actions or proceedings (provided that the failure of Buyer to give written notice with respect to any such Claim shall not constitute a defense in whole or in part to any demand for indemnifications hereunder, except to the extent that such failure shall have resulted in prejudice to the Indemnitor). Such notice shall state with particularity the factual basis of the Claim and shall specify to the extent practicable the dollar amount of the Claim or description of other relief sought by Buyer and any settlement proposals made by any party, if any, in connection herewith.

- 9.3.2 **Defense of Claim.** Upon receipt of any such notice of a Claim from Buyer, the Indemnitor shall promptly, and in no event more than five (5) days following receipt of written notice thereof, notify Buyer in writing to the effect that either (i) the Indemnitor do not contest the Claim and will pay the amount demanded therein; (ii) in the case of a Claim not arising due to the assertion of a cause of action by a third party, the Indemnitor contest the Claim; (iii) in the case of a Claim arising from a cause of action asserted by a third party, (A) intends to assume the full defense thereof or (B) does not intend to assume the defense of the Claim and Buyer should assume the defense thereof. In the event that any notice of a Claim by Buyer is based on an action or proceeding instituted against Buyer and the Indemnitor elects (by written notice as set forth above) to assume full control of the defense thereof, after such notice from the Indemnitor of their election to assume the defense of such action the Indemnitor will not be liable to Buyer under this **Article IX** for any legal or other expenses subsequently incurred by Buyer in connection with such Claim (except expenses incurred at the request of the Indemnitor in connection with the defense thereof), other than for reasonable costs of investigation of such action or proceedings.
- 9.4 **Buyer's Agreement to Indemnify.** Buyer agrees to indemnify the Indemnitor in the same manner, but with the duties and obligations of the parties reversed, as the indemnity set forth in **Section 9.3**, but subject to the conditions and limitations set forth in **Section 9.4** hereof.
- 9.5 **Remedies Cumulative.** The remedies provided herein shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other parties hereto.

ARTICLE X
GENERAL

- 10.1 **Waiver; Amendments.** No delay on the part of any of the parties in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by any of them of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed and delivered by all parties hereto.
- 10.2 **No Brokers.** Each of the parties hereto represents and warrants to the other that he or it has not held discussions, or otherwise associated, with any brokers or finders with respect to this Agreement and the transactions contemplated hereunder. Each of the parties hereto shall indemnify the other and hold the other harmless against any loss, damage, liability or expense, including reasonable attorneys' fees, incurred by a claim of any broker or finder whose claim results from, or relates to, any discussions or other association with such party.
- 10.3 **Expenses, Transfer Taxes, Etc.** All fees and expenses incurred by Seller in connection with the negotiation and execution of this Agreement, including all fees of counsel, actuaries and accountants, providing services to Seller, shall be borne by Seller. All such fees and expenses incurred by Buyer shall be borne by Buyer.
- 10.4 **Governing Law; Venue.** This Agreement and all disputes arising hereunder shall be governed by the internal laws of the State of New York, without regard to its conflict of laws provisions, and each party hereby irrevocably consents to the exclusive jurisdiction of the Federal and State courts of the State of New York, County of New York, for the adjudication of all disputes arising hereunder.
- 10.5 **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this Agreement. All rights and obligations of Seller, and the Buyer expressed herein shall be in addition to and not in limitation of those provided by applicable law.
- 10.6 **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, Seller and the Buyer and their respective heirs, executors, successors and permitted assigns. This Agreement shall not be assigned by any of the parties hereto without the express prior written consent of all the other parties hereto; provided that Buyer shall have the right to assign this Agreement to an Affiliate of Buyer assuming

all the rights and obligations of Buyer hereunder.

10.7 **Entire Agreement.** This Agreement (including the Schedules and Exhibits hereto) represents the entire agreement of the parties relating to the subject matter hereof and merges and supersedes all prior understandings between the parties relating hereto.

10.8 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses or at such other addresses for a party as shall be specified by like notice):

If to Buyer, to:

ASM Communications Inc.
1515 Broadway
New York, New York 10036
Fax # (212) 536-5243

Attn.: John Babcock, Jr.

with a copy to:

VNU USA, Inc.
1515 Broadway
New York, NY 10036
Fax # (212) 536-5243

Attn.: General Counsel

If to Seller, to:

Mintel Marketing Intelligence
18-19 Long Lane
London, England EC1A 9HE
Fax # 011 44 171 606 5932

Attn.: John Weeks

10.9 **Captions.** Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

10.10 **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall

together constitute but one and the same Agreement.

10.11 **Further Assurances.** Each party at its own expense shall execute and deliver such additional documents, and shall take such additional actions, as may be reasonably requested by any other party hereto to more fully effect the intent of the transactions consummated hereby.

10.12 **Confidentiality.** The parties hereto, for themselves and on behalf of their Affiliates shall use their best efforts to maintain and keep confidential all matters set forth in this Agreement, including but not limited to the proposed purchase price and the fact that the parties desire to make the transaction described herein.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the day and year first above written.

ASM COMMUNICATIONS. INC.

By: *J.B. Babcock, Jr.*
John Babcock, Jr.

Title: *President*

Date: *1/23/98*

MINTEL INTERNATIONAL GROUP Ltd.

By: *John Weeks*
John Weeks

Title: *CHIEF EXECUTIVE*

Date: *23rd January 1998*

SCHEDULE 3.9

ASSIGNMENT OF TRADEMARKS

Common Law Mark

Any and all common law rights owned, ,possessed, used or licensed by Assignor in the Mark *NEW PRODUCT NEWS*.

Registered Mark

Mark	Registration Number	Country
<i>NEW PRODUCT NEWS</i>	1,474,946	United States

ASSIGNMENT OF COPYRIGHTS

1. Any and all common law copyrights owned, possessed, used or licensed by the Seller in the Publication titled: *NEW PRODUCT NEWS*

2. Registered Copyrights:

The following registrations pertain to the publication titled "NEW PRODUCT NEWS":

<u>Vol./No.</u>	<u>Pub. Date</u>	<u>Registration No.</u>
30/11	December 13, 1995	TX4-308-030
31/12	January 4, 1996	TX4-299-701
32/1	February 9, 1996	" "
32/2	March 8, 1996	" "
32/3	April 5, 1996	TX4-299-702
32/4	May 3, 1996	" "
32/5	June 7, 1996	" "
32/6	July 5, 1996	TX4-334-070*
32/7	August 9, 1996	" "
32/8	September 6, 1996	" "
32/9	October 4, 1996	" "