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To the Honorable Commissioner of Patents

...original documents or copy thereof.

1. Name of conveying party(ies):

Intertec Publishing Corporation

- 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: April 7, 1993

2. Name and address of receiving party(ies)

Name: Farm Progress Companies, Inc.

Internal Address:

Street Address: 191 South Gary Avenue

City: Carol Stream State: IL ZIP: 60188

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

If assignee is not domiciled in the United States, a corporate 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)

1,762,207

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601  
03/24/1999 DMUYEN 00000272 1762207

6. Total number of applications and registrations involved:

1

7. Total fee ... \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Laura Konrath

Name of person signing

*Laura Konrath*  
Signature

3/16/99

Date

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

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

TRADEMARK REEL: 1873 FRAME: 0670

**ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT is made and entered into this 7th day of April, 1993, between INTERTEC PUBLISHING CORPORATION, a Delaware corporation with offices at 7900 International Drive, Minneapolis, Minnesota 55245 ("Seller") and FARM PROGRESS COMPANIES, INC., an Illinois corporation with offices at 191 South Gary Avenue, Carol Stream, Illinois 60188 ("Buyer").**

**R E C I T A L S**

Seller publishes or used to publish The Farmer, Dakota Farmer and USAgriculture (the "Publications"). Buyer desires to purchase from Seller and Seller desires to sell to Buyer all of Seller's right, title and interest in and to the Publications, all publishing rights relating thereto and certain specified assets relating to the Publications as herein described. Accordingly, subject to the terms and conditions contained herein, the parties agree as follows:

1. Purchase and Sale of Assets. Seller hereby sells, transfers, assigns and delivers to Buyer, and Buyer hereby purchases from Seller all of Seller's right, title and interest in and to the following:

(a) the Publications and all publishing rights relating thereto;

(b) the list of all paid subscribers to each of the Publications, as prepared and delivered on magnetic tape by Seller containing (i) the names and addresses of all paid subscribers who are to receive the May 1993 issue of each of the Publications, (ii) the start date and expiration date for each of the paid subscriptions and the amount paid for such paid subscriptions, and (iii) the names and addresses of paid subscribers whose subscriptions have expired at any time in the past three (3) years from the date hereof (the "Subscriber List"); in addition, all subscription materials, including demographic information relating to the Subscriber List, list of prospects for paid subscriptions, Business Publication Audit statements and audits and paid subscriber qualification forms relating to the Publications (collectively, including the Subscriber List, defined as the "Subscriber Material");

(c) the title of each of the Publications and all names and trademarks used in each of the Publications including without limitation, those listed in Schedule 1(c), and all applications and registrations therefor together with the goodwill associated therewith (the "Trademarks"); and

(d) lists of all dealer cooperative and classified

advertisers in the Publications and all in house dealer cooperative and classified advertising contracts as of the date hereof.

The assets described in Sections 1(a) through 1(d) above are hereinafter referred to as the "Assets," all of which are being sold and transferred to Buyer free and clear of any lien, claim or encumbrance whatsoever. Other than the Assets, no assets or property relating to the Publications or otherwise owned by Seller is being transferred to Buyer.

2. No Assumption of Liabilities. Buyer does not and shall not assume any obligations or liabilities of Seller of any nature whatsoever.

3. Purchase Price. In consideration of the sale of the Assets described herein, Buyer hereby pays to Seller the amount of One Hundred Ten Thousand (\$110,000), the receipt of which is hereby acknowledged by Seller (the "Purchase Price Payment").

4. Covenant Not to Compete. Seller, on behalf of itself and its parent and subsidiary corporations, agrees for a period of three (3) years from the date hereof, not to start-up a "State Farm Magazine or Magazines" (as hereinafter defined) in the states of Minnesota, North Dakota or South Dakota. For the purposes of this Agreement, a "State Farm Magazine or Magazines" means a publication edited for and designed to service farmers in a particular state in the tradition of Kansas Farmer, The Farmer or Nebraska Farmer. In consideration for the foregoing covenant and agreement not to compete, Buyer hereby pays to Seller the amount of Four Hundred Thousand Dollars (\$400,000), the receipt of which is hereby acknowledged by Seller (the "Non-Compete Payment").

5. Delivery. On the date hereof, except as otherwise provided, the parties shall deliver the following:

(a) By Buyer to Seller:

- (i) The Purchase Price Payment; and
- (ii) The Non-Compete Payment,

each paid on the date hereof by wire transfer of readily available Federal funds to a bank account designated by Seller.

(b) By Seller to Buyer:

(i) The Subscriber Materials provided for in Section 1(b) to be delivered to Buyer within seven (7) business days after the date hereof; and

(ii) The materials relating to the dealer cooperative and classified advertisers lists and contracts as provided for in Section 1(d) to be delivered to Buyer within seven (7) business days after the date hereof.

6. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

(a) Due Incorporation; Authority; No Conflicts. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and lawful authority to own, lease and operate its assets and properties and to carry on its business as now conducted. Seller has the full legal right and power and all requisite authority and approval to enter into, execute and deliver this Agreement and to perform fully its obligations hereunder. This Agreement has been duly executed and delivered on behalf of Seller and is the valid and binding obligation of Seller enforceable in accordance with its terms. The execution, delivery and performance by Seller of the Agreement does not conflict with or result in a breach or default of any instrument to which Seller is a party or by which it is bound, or result in the violation of any order, injunction, judgment, decree, rule or regulation of any court, administrative agency or governmental body.

(b) Title to Assets. Seller has good title to all of the Assets, free and clear of any liens, claims or encumbrances of any nature whatsoever.

(c) Trademarks. Except as disclosed on Schedule 1(c), Seller owns free and clear of any lien, claim or encumbrance the registrations and/or the pending applications for the Trademarks as publication titles (or as otherwise used by Seller). No claim has been made by any third person adverse to the use of the Trademarks by Seller. The registration numbers of and related information regarding the Trademarks are accurately set forth on Schedule 1(c).

(d) Subscription List. The Subscription List delivered to Buyer pursuant to Section 1(b) hereof is true and correct in all material respects.

(c) Litigation. There is no litigation, arbitration, proceeding or governmental investigation pending or, to Seller's knowledge, threatened against the Publications or the Assets.

7. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Due Incorporation; Authority; No Conflicts. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Illinois and has the corporate power and lawful authority to own, lease and operate its assets and properties and to carry on its business as now conducted. Buyer has the full legal right and power and all requisite authority and approval to enter into, execute and deliver this Agreement and to perform fully its obligations hereunder. This Agreement has been duly executed and delivered on behalf of

Buyer and is the valid and binding obligation of Buyer enforceable in accordance with its terms. The execution, delivery and performance by Buyer of the Agreement does not conflict with or result in a breach or default of any instrument to which Buyer is a party or by which it is bound, or result in the violation of any order, injunction, judgment, decree, rule or regulation of any court, administrative agency or governmental body.

**8. Survival of Representations and Warranties; Indemnification.**

(a) The representations, warranties and covenants contained in this Agreement will survive the execution hereof, and the representations and warranties shall thereafter expire on the first anniversary of the date of this Agreement.

(b) Each of Seller and Buyer will indemnify and hold harmless the other, and its respective officers, directors, employees and agents, against and in respect of all losses, claims, damages, expenses and liabilities (including reasonable attorneys' fees) arising out of any breach of a representation or warranty or non-fulfillment of a covenant or undertaking made by such indemnifying party in this Agreement. Any party from whom indemnification is sought pursuant to this Section 7(b) shall have the right to assume the defense of any action that has resulted in the request for such indemnification and, after such assumption, such party shall have no further obligation for legal fees except to counsel chosen by it. No party shall have any obligation hereunder for any settlement of any claim effected without such party's consent.

9. Public Announcements. No news release or other public announcement relating to the sale of the Publications will be made by either party without the prior consent of the other party unless, in the opinion of counsel to such party, such release or announcement is required by law.

**10. Miscellaneous Provisions.**

(a) Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given, when received if delivered in person, or sent by telecopier, telex or certified mail, return receipt requested, or by a reputable national overnight delivery service, addressed as follows:

(i) if to Buyer, to:

Farm Progress Companies, Inc.  
191 South Gary Avenue  
Carol Stream, Illinois 60188  
ATTN: Allan Johnson, President

with a copy to:

Griffith W. Foxley, Esq.  
Capital Cities/ABC, Inc.  
77 West 66th Street  
New York, New York 10023

(ii) if to Seller, to

Intertec Publishing Corporation  
9800 Metcalf  
Overland Park, Kansas 66212-2215  
ATTN: Ray Maloney

with a copy to:

Ann M. Riposanu, Esq.  
K-III Communications Corporation  
745 Fifth Avenue  
New York, New York 10151

(b) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, commitments and understandings, written or oral, with respect thereto.

(c) Further Assurances. Each of the parties, upon receipt of written request from the other party, shall execute and deliver such other and further documents as may be reasonably necessary more effectively to vest title to the Assets in Buyer and otherwise to carry out the intent and purpose of this Agreement.

(d) Waivers and Amendments. This Agreement may be amended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party waiving compliance.

(e) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such state.

(f) Assignment. Neither party hereto shall assign this Agreement without the prior written consent of the other.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**INTERTEC PUBLISHING CORPORATION**

By *B. C. Uell*  
*Vice President*

**FARM PROGRESS COMPANIES, INC.**

By *Griffith W. Foxley*  
*Vice President*

## FULFILLMENT AGREEMENT

THIS FULFILLMENT AGREEMENT is made and entered into this 7TH day of April, 1993, between INTERTEC PUBLISHING CORPORATION, a Delaware corporation with offices at 7900 International Drive, Minneapolis, Minnesota 55245 ("Intertec") and FARM PROGRESS COMPANIES, INC., an Illinois corporation with offices at 191 South Gary Avenue, Carol Stream, Illinois 60188 ("Farm").

### R E C I T A L S

Simultaneous with the execution and delivery of this Agreement, Intertec and Farm have entered into, executed and delivered, an Asset Purchase Agreement (the "Asset Purchase Agreement") providing for, among other things, the purchase by Farm of all of Intertec's right, title and interest in and to The Farmer, Dakota Farmer and USAgriculture (the "Publications"), all publishing rights relating thereto and certain specified assets relating to the Publications.

In connection with the foregoing transaction, Intertec desires to have Farm fulfill the unexpired subscription liability of Intertec with respect to each of the Publications and Farm agrees to perform such fulfillment services for the consideration and upon the terms and conditions contained herein.

All capitalized terms appearing in this Agreement shall be as defined in the Asset Purchase Agreement unless any such term is otherwise defined or described herein.

1. Farm's Agreement to Fulfill. Farm hereby agrees to fulfill the unfulfilled subscription liability of Intertec with respect to the Publications as follows: Farm agrees to furnish issues of a state farm magazine to be published by Farm (the "Farm Magazine") to each paid subscriber to the Publications whose name appears on, and for the number of issues of a publication as stated on, the Subscription List. Such obligation shall continue until (i) the expiration of each such paid subscriber's subscription to any of the Publications as set forth on the Subscription List, or (ii) the date on which a refund of the unexpired portion of such subscription is mailed to such subscriber in the manner as set forth in Section 2 below.

2. Subscription Refund Responsibility. In the event a paid subscriber to any of the Publications shall write to either party requesting a refund of the unexpired portion of such subscriber's subscription from the date hereof until the date which is ninety (90) days after the mailing of the first issue of the applicable Farm Magazine, which mailing shall not be later than sixty (60) days after the date hereof, to such subscriber, Farm shall refund



the then unexpired portion of the applicable Publication subscription to such subscriber. Farm shall notify Intertec in writing of the amounts of such refunds paid by Farm and Intertec shall reimburse Farm within thirty (30) days from the receipt of such notice for all such refunds. Intertec's obligation to reimburse Farm for all such refunds shall be limited to an aggregate of \$10,000. Subsequent to such ninety (90) day period after the mailing of the first issue of the applicable Farm Magazine or in the event of refunds owing in excess of \$10,000, Farm shall be responsible for refunding the unexpired portion of any cancelling subscriber's subscription.

3. Consideration. In consideration for Farm's performance of the fulfillment services as herein provided, Intertec hereby pays to Farm the amount of Five Hundred Thousand Dollars (\$500,000) by certified or bank check or by wire transfer of readily available Federal funds to a bank designated by Farm, the receipt of which is hereby acknowledged by Farm.

4. Representations by Intertec. Intertec hereby represents and warrants to Farm that the Subscription List is true and correct in all material respects and accurately sets forth the extent of the obligation of Farm to fulfill the unexpired subscriptions of the Publications pursuant to this Agreement.

5. Notices to Subscribers. Farm agrees to give Intertec a copy of the notice, if any, to be sent to each subscriber to any of the Publications with respect to the subscription transfer for approval prior to mailing. Intertec shall indicate its approval or change request within ten (10) business days after receipt of such notice from Farm.

6. Miscellaneous Provisions.

(a) Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given, when received if delivered in person, or sent by telecopier, telex or certified mail, return receipt requested, or by a reputable national overnight delivery service, addressed as follows:

(i) if to Farm, to

Farm Progress Companies, Inc.  
191 South Gary Avenue  
Carol Stream, Illinois 60188  
ATTN: Allan R. Johnson, President

(ii) if to Intertec, to

Intertec Publishing Corporation  
9800 Metcalf  
Overland Park, Kansas 66212-2215  
ATTN: Ray Maloney

with a copy to:

Ann M. Riposanu, Esq.  
K-III Communications Corporation  
745 Fifth Avenue  
New York, New York 10151

(b) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, commitments and understandings, written or oral, with respect thereto.

(c) Further Assurances. Each of the parties, upon receipt of written request from the other party, shall execute and deliver such other and further documents as may be reasonably necessary more effectively to carry out the intent and purpose of this Agreement.

(d) Waivers and Amendments. This Agreement may be amended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties hereto or in the case of a waiver, by the party waiving compliance.

(e) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such state.

(f) Assignment. Neither party hereto shall assign this Agreement without the prior written consent of the other.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

INTERTEC PUBLISHING CORPORATION

By *R. C. Yell*  
*Vice President*

FARM PROGRESS COMPANIES, INC.

By *Joseph W. Taylor*  
*Vice President*

**RECEIPT**

FARM PROGRESS COMPANIES, INC., an Illinois corporation ("Farm"), pursuant to a Fulfillment Agreement between Farm and INTERTEC PUBLISHING CORPORATION, a Delaware corporation ("Intertec") dated the date hereof, hereby acknowledge receipt from Intertec of \$500,000 pursuant to Section 3 of the Fulfillment Agreement.

Dated: April 7, 1993

FARM PROGRESS COMPANIES, INC.

By Stephen W. Foxley  
Vice President

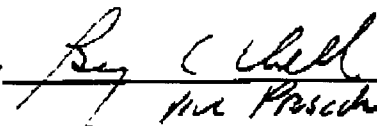
**RECEIPT**

INTERTEC PUBLISHING CORPORATION, a Delaware corporation ("Seller"), pursuant to an Asset Purchase Agreement (the "Agreement") between Seller and FARM PROGRESS COMPANIES, INC., an Illinois corporation ("Buyer") dated the date hereof, hereby acknowledges receipt from Buyer of \$510,000 as follows: (i) \$110,000 representing the Purchase Price for the Assets pursuant to Section 3 of the Agreement; and (ii) \$400,000 representing the Non-Compete Payment pursuant to Section 4 of the Agreement.

Dated: April 7, 1993

INTERTEC PUBLISHING CORPORATION

By

  
\_\_\_\_\_  
Mr. President

SCHEDULE 1C

UNITED STATES TRADEMARK AND SERVICE MARK REGISTRATIONS

MARK	GOODS	REGIS. NUMBER	REGIS. DATE
THE DAKOTA FARMER (PRINCIPAL REGISTER )		1468617	080E1987
36: INSURANCE AGENCY SERVICES			
THE DAKOTA FARMER (PRINCIPAL REGISTER )		55444	14AU1906
16: MAGAZINE OR PERIODICAL			
THE FARMER (PRINCIPAL REGISTER )		1361860	24SE1985
16: MAGAZINE PERTAINING TO FARMERS			
THE FARMER (PRINCIPAL REGISTER )		1467613	010E1987
36: INSURANCE AGENCY SERVICES			
THE FARMER (PRINCIPAL REGISTER )		150149	19SE1922

38: PRINTS AND PUBLICATIONS

USAGRICULTURE (STYLIZED) (SUPPLEMENTAL REGISTER)		1762207	30MR1993
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16: NEWS MAGAZINE FOR AMERICAN FARM FAMILIES

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