

12-22-1999

IT



101229868

To the Honorable Commissioner of

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Image Premastering Services, Ltd.

2. Name and address of receiving party(ies):

Mosby-Year Book, Inc.
11830 Westline Industrial Drive
St. Louis, Missouri 63146

12-6-99

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

- Individual(s) citizenship U.S.
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Missouri
- Other

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

3. Nature of Conveyance:

- Assignment
- Security Agreement Change of Name
- Other

Execution Date: March 27, 1995

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

(Designations must be a separate document Assignment)
Additional name(s) & Address(es) attached
 Yes No

4. Application or registration number(s):

A. Trademark Application No.(s)

74/609049

B. Trademark Registration No.(s)

1,843,942
1,810,248

Additional numbers attached? Yes No

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

Name: Ava K. Doppelt, Esquire
Internal Address: Allen, Dyer, Doppelt,
Milbrath & Gilchrist, P.A.

Street Address: 255 South Orange Avenue
Suite 1401
Orlando, FL 32801

6. Total number of applications and registrations involved:.....(3)

7. Total fee (37CFR 3.41)..... \$ 90.00
 Enclosed (receipt for payment)
 Charge any amounts due or credit any
Overpayment to deposit account no.
01-0484

(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.

Ava K. Doppelt, Esquire

Ava K. Doppelt
Signature

December 6, 1999
Date

Total number of pages including cover sheet, attachments and document: 4

40.00 DP
50.00 DP
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12/22/1999 09:00AM
01 FC:484
02 FC:484

TRADEMARK

12/03/99 13:18

2 6512245815

IMAGE-T. BASTASZ

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Post-it® brand fax transmittal memo 7671 # of pages > 14

To	MAL MOORE	From	TOM BASTASZ
Co.	MOORE & HANSEN	Co.	IMAGE PSL
Dept.		Phone	
Fax	(612) 332-1780	Fax	(651) 224-5015

ASSET PURCHASE AGREEMENT

AGREEMENT made this 27th day of March, 1995, by and between MOSBY-YEAR BOOK, INC., a Missouri corporation having its principal place of business at 11830 Westline Industrial Drive, St. Louis, Missouri 63146 (hereinafter referred to as "Buyer") and IMAGE PREMASTERING SERVICES, LTD., a Minnesota corporation, having its principal place of business at 724 North First Street, Minneapolis, Minnesota 55401 (hereinafter referred to as "Seller").

WITNESSETH

WHEREAS, Seller is in the publishing business as well as in the business of developing, manufacturing, and selling equipment for the copying, reproduction, and storage of images from various media formats; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of Seller's rights, title and interest in the assets which constitute the subject matter of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties Buyer and Seller hereby agree as follows:

1. Sale of Assets.

1.1 Assets to be Sold. Seller hereby sells, assigns transfer, and conveys to Buyer free and clear of all liens, mortgages, pledges, encumbrances, restrictions, charges and adverse claims of whatsoever kind or character, and subject to the terms and conditions of this Agreement, Buyer hereby purchases from Seller, the following assets, properties, and rights of Seller (all of such assets, properties, and rights being hereinafter collectively referred to as the "Assets"):

(a) all worldwide rights, title and interest of Seller in and to, as well as all claims of Seller under, all author agreements, contributor agreements, and translator and translation rights agreements (whether written or oral) listed a Schedule A (hereinafter referred to as the "Author Agreements"), and all of Seller's worldwide rights, title and interest in and to the works referred to in such Author Agreements, including without limitation, all works in process and the literary content thereof (hereinafter referred to as the "Works"), in all forms and media, including Seller's copyright ownership therein and any other rights of Seller under United States and foreign copyright laws in the Works (the Works shall include all supplementary

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IMAGE-T.BASTASZ

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materials which pertain or relate to or are used in conjunction with the Works); the Works are set forth on Schedule 1.1(a);

(b) all existing materials used in the production of the Works, including, without limitation, all film, plates, photographs and original art (hereinafter referred to as the "Production Materials")

(c) all of the equipment used by Seller in the production of the Works, including the equipment set forth on Schedule 1.1(c);

(d) all existing files and records of Seller relating to the Works, including, without limitation, all back orders of Seller relating to the Works along with all payments received by Seller for any unfulfilled orders for copies of the Works, customer lists, exhibitor lists, prospect and membership lists, editorial files, manuscripts, permissions, reviewer and market research correspondence, advertising and marketing materials, and all technological research materials relating to the Works (hereinafter referred to as the "Books and Records");

(e) all of Seller's rights, title and interest in and claims subsidiary rights and licensing agreements (whether written or oral, whether as a licensor or a licensee) relating to the Works, and any party thereof (hereinafter referred to as the "Sub-Rights Agreements"), and any payments or royalties thereunder accruing after the February 15, 1995; the Sub-Rights Agreements are set forth on Schedule 1.1(e);

(f) all existing computerized or electronically-stored data, if any, relating to the Works;

(g) all of the inventory (the "Inventory") of the Works; the said inventory is set forth on Schedule 1.1(g);

(h) all of Seller's rights, title and interest in any trade names, trademarks or service marks (including registrations and applications therefor) relating to the Works including, without limitation, the trademark ImageDisc Library (the "Trademark"), and the good will associated therewith; all such trade names, trademarks and service marks and the registration and applications therefor as conveyed pursuant to this Agreement are listed on Schedule 1.1(h) attached hereto; and

(i) all of Seller's rights, title and interest in all copyrights, copyright registrations and applications relating to the Works; all such copyrights and the registrations and applications therefor are listed on Schedule 1.1(i).

1.2 Excluded Assets. The Assets to be sold to Buyer do not include (a) bank accounts and cash or cash equivalent investments; (b) any assets of Seller not referred to in Section

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IMAGE-F.BASTASZ

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SCHEDULE 1.1(h)

IMAGEDISC & Design
Reg. No. 1,843,942
Issued: 7/5/94

IMAGEDISC LIBRARY
Reg. No. 1,810,248
Issued: 12/7/93

IMAGE MULTIMEDIA
S.N. 74/609,049
Filed: 12/9/94
(Pending)

MA
3/23