

FORM PTO-1618A
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OMB 0651-0027

DEC 16 1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

01-27-2000

RECOF



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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
☐ Resubmission (Non-Recordation) Document ID#
☐ Correction of PTO Error at Reel # _____, Frame # _____
☐ Corrective Document at Reel # _____, Frame # _____

Conveyance Type

- ☒ Assignment
☐ Security Agreement
☐ Merger
☐ Change of Name
☐ License
☐ Nunc Pro Tunc Assignment (Effective Date (m/d/y): _____)
☐ Other:

Conveying Party

☐ Mark if additional names of conveying parties attached

Name:
1. Latcom, Inc.

Execution Date (m/d/y):
1. May 7, 1999

- ☐ Individual, citizenship _____
☐ General Partnership
☐ Limited Partnership
☒ Corporation, state Massachusetts
☐ Association
☐ Other:

Receiving Party

☐ Mark if additional names of conveying parties attached

Name: PENNWELL PUBLISHING COMPANY (now PENNWELL CORPORATION)
Address: 1421 South Sheridan Road, Tulsa, Oklahoma 74112

- ☐ Individual, citizenship _____
☐ General Partnership
☐ Limited Partnership
☒ Corporation, state Oklahoma
☐ Association
☐ Other:

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United State, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to overage approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

01/24/2000

FC:461
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Domestic Representative Name and Address (Enter for the first receiving party only.)

Name:

Address:

Correspondence Name and Address

Area Code and Telephone Number: (703) 739-4900
Attorney Docket No.: G00000175

Thomas P. Sarro
LARSON & TAYLOR LLP
1199 N. Fairfax Street
Suite 900
Alexandria, Virginia 22314

Pages: Enter the total number of pages of the attached conveyance document including any attachments.

9

Trademark Application Number(s)

Trademark Registration Number(s)

75/437,441
75/441,919
75/464,027

1,475,240
1,487,739
1,506,291

Number of Properties: Enter the total number of properties involved.

6

Fee Amount for Properties Listed (37 CFR 3.41) (\$40 for first, \$25 for each additional)

\$165.00

Method of Payment:

- ☒ Check enclosed.
☐ Charge Deposit Account No. 12-0555
☒ Please charge Deposit Account No. 12-0555 for any additional fees that may be required, or credit any overpayments to same.

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. Charges to deposit account are authorized, as indicated herein.

Thomas P. Sarro

Name of Person Signing

Signature

December 16, 1999

Date Signed

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made this 7th day of May, 1999, by and between PENNWELL PUBLISHING COMPANY, an Oklahoma corporation ("PENNWELL"), and LATCOM, Inc., a Massachusetts corporation ("SELLER"), and certain other parties identified below. PENNWELL and SELLER are hereinafter occasionally referred to as the "Parties."

RECITALS

A. SELLER owns all of the right, title, and interest to the business of LATCOM, Inc. (the "Business") and related assets ("Assets" as defined below), and PENNWELL desires to purchase and SELLER desires to sell the Business and Assets on the terms and conditions set forth in this Agreement. In connection with the purchase and sale of the Assets, Dr. Thomas E. Will ("WILL") will enter into noncompetition and consulting agreements with PENNWELL.

B. Will is the President of the SELLER and owns 45% of the issued and outstanding shares of SELLER stock, and Will, Pat McGovern ("MCGOVERN"), and Mitchell Hall ("HALL") collectively own 100% of the issued and outstanding shares of SELLER stock, and as such, the sale of the Assets is of direct benefit to WILL, MCGOVERN, and HALL. Additionally, WILL and SELLER have agreed to enter into a Consulting Agreement and a NonCompetition Agreement with PENNWELL both under terms as set forth in this Agreement.

FOR AND IN CONSIDERATION of the representations, warranties, covenants, and undertakings herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SELLER and PENNWELL hereby agree as follows:

1.0 Purchase and Sale; Purchase Price.

1.1 Purchase and Sale.

- (a) Sale by SELLER. Subject to the terms and conditions of this Agreement, SELLER hereby agrees to sell, convey, transfer, and assign to PENNWELL and PENNWELL hereby agrees to purchase and acquire from SELLER the Business and Assets. Any assets of SELLER not included in the Assets and any liabilities and obligations of SELLER are,

and shall be and shall remain, the assets, liabilities, and obligations solely of SELLER, and PENNWELL shall have no right or obligation in respect thereof.

(b) Assets. As used in this Agreement, the term "Assets" shall mean all of the business operations and assets of SELLER (as defined below) whether tangible or intangible or listed or unlisted for accounting purposes. The Assets include, without limitation, the following:

- (1) Shows, Conferences and Exhibitions. All proprietary extant rights, ownership, and all rights to conduct, operate, manage, and exclusively market CaribeCom, CosCom, TelNets, and DigiCom, and all other related shows, conferences, seminars, workshops, or exhibitions - whether extant, defunct, currently under development, operating or to be operated, in all forms and media, including, without limitation, the new TelNets 2000 event in Mexico with the State of Florida and the new telephone/electric conference to be held in September 1999 in Costa Rica (the "Shows"). It is understood and agreed that the InterCom Conference, held annually in Miami, Florida, will be the sole excluded asset; provided, however, that WILL and the SELLER comply with the terms of the Non-Competition Agreement as outlined herein; and
- (2) Ancillary Products. All proprietary rights, copyrights, and trademarks to all ancillary products and all proprietary rights to all other products and activities of the Business including, but not limited to, publication of conference papers and proceedings, magazines, supplements, yearbooks, literature reviews, software and product reviews, buyers guides, list rentals, postcard decks, books, directories, reprints, custom publishing, single or multiple-sponsor publications, training materials, market studies and research services, databases, on-line products or services, web sites, workshops, shows, conferences, seminars, and exhibitions, whether extant, defunct, currently under development, operating or to be operated (the "Ancillary Products"); and
- (3) Trademarks. All rights in and to the trade names, service marks, logos, devices, insignias, Internet domain names, and trademarks of the SELLER used for or in connection with the Shows and Ancillary

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financing statement, security agreement, mortgage, or other writing is on file or to the knowledge of SELLER could be filed in any public filing or recording office or title registration office giving notice of or creating (or purporting to give notice of or create) any liens, restrictions, claims, or other encumbrances upon any of the Assets.

- (e) Publishing Rights. The rights to conduct and operate the Shows and publishing rights to the editorial material and related photographs appearing in all Ancillary Products or other materials published by or for SELLER, except as to such materials which are in the public domain, are owned by SELLER or are duly licensed to SELLER, which licenses, if any, are in full force and effect, and will be conveyed to PENNWELL at the Closing pursuant to valid and existing releases or permissions or have been used in accordance with prudent publishing industry standards. To the extent that any editorial materials or photographs were works for hire created by employees of SELLER, copyright in all such materials is being sold to PENNWELL. As to such works for hire, on and as of the Closing, PENNWELL will acquire all of SELLER's right, title, benefit, and interest to all of the Shows and Ancillary Products and all materials set forth therein, to publish, produce, sell, license, perform, adapt for other media, alter, create composites or anthologies from, and otherwise utilize such published materials, including, without limitation, text, photographs, and graphic depictions, in any and all existing and future forms, languages, and media throughout the world, including, without limitation, electronic databases or bulletin boards, Internet applications, free, pay, and cable television, video cassette, compact or videodisc, feature films, live performance, and merchandising tie-ups.
- (f) Trademarks and Copyrights. SELLER has the exclusive right to use the names: (i) "LATCOM;" (ii) "CaribeCom;" (iii) "CosCom;" (iv) "TelNets;" (v) "DigiCom;" (vi) "MexCom;" (vii) "VenCom;" (viii) "TrinCom;" (ix) "ColCom;" (x) "ChileCom;" (xi) "Telematica;" (xii) "TelNet;" (xiii) "CenCom;" (xiv) "AndesCom;" (xv) "NeoCom;" (xvi) "Eco-Tech Rio;" (xvii) "Enercon Ukraine;" (xviii) "Enercon Caribe;" (xix) "Enercon Mexico;" (xx) "Enercon;" and (xxi) "Energy + IT;" in connection with SELLER's current operations. There are no registrations issued or applications for registrations pending for any of the Trademark Rights or Copyright Rights except as set forth in Schedules I and II to this Agreement. SELLER has not (i) granted, licensed, sublicensed, assigned,

transferred, or otherwise conveyed the Trademark Rights or Copyright Rights, or any right, title, or interest therein, to any other person, (ii) consented to or, by any act or omission, acquiesced in the operation or use of the Trademark Rights or Copyright Rights by any other person, except as previously disclosed to PENNWELL regarding the use of VenCom in Venezuela, or (iii) taken or omitted to take any action, which would cause PENNWELL not to have, on and as of the Closing or at any time thereafter, the right to own, license, operate under, use, or otherwise exploit the Trademark Rights or Copyright Rights. None of the Trademark Rights or Copyright Rights are subject to any pending or threatened challenge or reversion, and the sale thereof to PENNWELL as provided in this Agreement will not cause any change in the terms or provisions of any of the Trademark Rights or Copyright Rights or create any right of termination, cancellation, or reversion with respect to any of the Trademark Rights or Copyright Rights anywhere in the world. To the best of SELLER's knowledge, neither the Trademark Rights nor Copyright Rights infringe or conflict with the rights of any other person. SELLER is not aware of any infringement by any other person with respect to the Trademark Rights or Copyright Rights, and no person or entity other than SELLER have, nor on and as of the Closing will any person other than PENNWELL have, any right to use, license, sublicense, or operate under any of the Trademark Rights or Copyright Rights. Except as set forth in Schedules I.B and II.B, no United States Trademark Applications, United States Service Mark Applications, or Applications for registration of Copyrights are pending as of the Closing.

- (g) Contracts. Schedule III to this Agreement contains a true and complete copy or description of all Contracts included in the Assets. Such Contracts are in full force and effect and constitute valid and enforceable obligations of SELLER and, to the knowledge of SELLER, of the respective parties to such Contracts. SELLER is not in default under any of the Contracts, and, to the knowledge of SELLER there are no defaults or breaches by any other party to any such contracts, nor any events or conditions known to SELLER, which, with notice or the passage of time, would constitute a default or breach thereunder. There are no disputes or disagreements pending, or, to the knowledge of SELLER, threatened against SELLER by any other party to such Contracts. Except as disclosed in Schedule III to this Agreement, there are no contracts or arrangements that will continue

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IN WITNESS WHEREOF, SELLER, WILL, MCGOVERN, HALL, and PENNWELL have caused this Agreement to be duly executed and delivered as of the day and year first above written. .

"SELLER"

LATCOM, Inc.

By: _____

Thomas E. Will, President

"WILL"

Thomas E. Will

Individually

"MCGOVERN"

Pat McGovern, Shareholder

and Individually

"HALL"

Mitchell Hall, Shareholder

and Individually

"PENNWELL"

By: _____

Jayne A. Gilsinger,
Vice President, Planning & Development

[Handwritten initials and date]
JAG 1/9/99

Exhibit B to
AGREEMENT
between
LATCOM, Inc.
and PENNWELL PUBLISHING COMPANY

TRADEMARK ASSIGNMENT

Handwritten signatures and initials in black ink, including a large signature and the initials 'TW' and 'TH'.

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TRADEMARK ASSIGNMENT

Trademark Assignment made as of this 7th day of May, 1999.

WHEREAS, LATCOM, Inc. has acquired, used, and is using the Trademarks set forth on Schedule A hereto (hereinafter "Trademarks");

WHEREAS, SELLER is desirous of transferring all of its trademark interest in and to the Trademarks to PENNWELL PUBLISHING COMPANY, an Oklahoma corporation, with its principal place of business at 1421 South Sheridan Road, Tulsa, Oklahoma 74112 ("PENNWELL"), and PENNWELL is desirous of acquiring such interest;

NOW, THEREFORE, for good and valuable consideration expressed in that certain Asset Purchase Agreement dated as of May 7, 1999 among PENNWELL, SELLER, and others, receipt of such consideration being hereby acknowledged by SELLER, SELLER does hereby assign and transfer to PENNWELL, without restriction, all of SELLER's right, title, and interest, worldwide, in and to the Trademarks together with the good will of the Business symbolized by the Trademarks, registrations thereof, and applications for registration thereof. Without limitation of the generality of the interest conveyed, said conveyance includes (i) all of SELLER's right, title, and interest (both statutory and common law) in and to the Trademarks and any and all registrations and applications for registration thereof in the United States and throughout the world; and (ii) all trademark enforcement rights and remedies which SELLER may now have with respect to the Trademarks including SELLER's standing to assert civil, criminal, and administrative remedies of all kinds and SELLER's right to damages for past infringement thereof.

[SIGNATURE(S) ON FOLLOWING PAGE]

IN WITNESS WHEREOF, SELLERS have executed this Trademark Assignment
as of the date first above written.

"SELLER"

LATCOM, Inc.

By: EXHIBIT ONLY - DO NOT EXECUTE
Thomas E. Will, President

COUNTY OF DADE)
) ss.
STATE OF FLORIDA)

The foregoing instrument was acknowledged before me this ____ day of _____,
1999, by Thomas E. Will, President of LATCOM, Inc., a Massachusetts corporation, on
behalf of the corporation. He is personally known to me or has produced
_____ as identification.

Given under my hand and seal of office the day and year last above written.

Notary Public

My Commission Expires:

[Handwritten signatures and initials]

SCHEDULE "A"
to
Trademark Assignment

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
CARIBECOM	1,475,240	Feb. 2, 1988
VENCOM	1,487,739	May 10, 1988
LATCOM	1,506,291	Sep. 27, 1988
NEOCOM	1,823,882	Feb. 22, 1994
ENERCON	1,848,328	Aug. 2, 1994

U.S. Trademark Applications

Mark	Application No.	Filing Date
COSCOM	75/437,441	Feb. 20, 1998
DIGICOM	75/441,919	Feb. 27, 1998
TELNETS	75/464,027	Apr. 7, 1998

Costa Rica Trademark Registration

Mark	Registration No.	Registration Date
COSCOM	111.298	Dec. 22, 1998