

05-02-2000



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

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

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OPR/FINANCE

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
\_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
03/17/00

Name ELM HILL PRESS, INC.

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization TENNESSEE

**Receiving Party**

Mark if additional names of receiving parties attached

Name THOMAS NELSON, INC.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 501 NELSON PLACE

Address (line 2) \_\_\_\_\_

Address (line 3) NASHVILLE TN 37214-1000  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Association
- Corporation

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization TENNESSEE

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

05/02/2000 DECATES 00000247 2013148

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**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average 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, D.C. 20231

**TRADEMARK**  
REEL: 002062 FRAME: 0768

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2013148"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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.

ERIC HEYDEN  
Name of Person Signing

Eric Heyden, VP  
Signature

3/26/00  
Date Signed

**TRADEMARK ASSIGNMENT**

WHEREAS, Elm Hill Press, Inc., a Tennessee corporation, with its principal place of business at 501 Nelson Place, Nashville, Tennessee 37214-1000 ("Assignor") owns the trademark "RUTLEDGE HILL PRESS (and Design)", U.S. Trademark Registration 2,013,148, together with the goodwill of the business symbolized by the trademark, and desires to assign said trademark and registration, and the goodwill represented thereby to Thomas Nelson Inc., a Tennessee corporation, with its principal place of business at 501 Nelson Place, Nashville, Tennessee 37214-1000 ("Assignee");

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor does assign and transfer to Assignee all of Assignor's right, title, and interest in and to the trademark "RUTLEDGE HILL PRESS (and Design)", together with the goodwill of the business symbolized by the trademark and registration, and the right to sue for and collect damages for any past infringement of the trademark.

IN WITNESS WHEREOF, Assignor affirms its assignment this 17<sup>th</sup> day of March, 2000.

**ELM HILL PRESS, INC.**

By: Eric Hayden  
Title: Vice President

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Personally appeared before me, Sonna Jackson Sedbetter, a notary public, Eric D. Hayden, with whom I am personally acquainted, and who acknowledged that he executed this Assignment the purposes therein contained and who further acknowledged that he is the Vice President of the Assignor or a constituent of the Assignor, and is authorized by the Assignor or its constituent, the constituent being authorized by the Assignor, to execute this instrument on behalf of the Assignor.

Witness my hand, at office, the 17<sup>th</sup> day of March, 2000.

Sonna Jackson Sedbetter  
Notary Public

My commission expires: 07/28/01

## **SCHEDULE 3(b)(i)**

### **BILL OF SALE**

This Bill of Sale ("Bill of Sale") is executed as of the 29th day of December, 1999, by Rutledge Hill Press, Inc., a Tennessee corporation ("Assignor"), and Elm Hill Press, Inc., a Tennessee corporation ("Assignee"). This Bill of Sale is being delivered pursuant to Section 3(b)(i) of that certain Asset Purchase Agreement, dated as of December 29, 1999 (the "Purchase Agreement"), among Assignor, Assignee and Thomas Nelson, Inc., a Tennessee corporation, and is subject to all of the terms and conditions thereof. Capitalized terms not otherwise defined herein shall have the meanings specified in the Purchase Agreement.

Assignor does hereby assign, transfer and convey unto Assignee, its successors and assigns forever, the Assets. Assignor hereby represents and warrants that: (i) it is the lawful owner of all of the Assets; (ii) all of the Assets are free and clear of all liens, claims and encumbrances of every kind and nature other than the Assumed Liabilities; (iii) Assignor has good right and lawful authority to bargain and sell the Assets and the rights transferred in connection therewith in the manner and form set forth herein and in the Purchase Agreement. Assignor further warrants and agrees that it shall defend the Assets and rights transferred in connection therewith to Assignee against all claims and demands of any person, firm, corporation or entity whatsoever.

Assignor hereby constitutes and appoints Assignee its true and lawful attorney, with full power of substitution, in the name of Assignor or otherwise, and on behalf and for the benefit of Assignee, to demand and receive from time to time any and all of the Assets and properties; to give receipts and releases for or in respect of the same or any part thereof; to collect for their account all receivables and other items transferred hereunder; to endorse checks and other instruments; to institute and prosecute, from time to time, in the name of Assignor or otherwise, any and all actions, suits and proceedings which Assignee deems proper to collect, assert or enforce any claim, title, right, debt, note or actions, suits or proceedings in respect to the transferred properties; and to execute such other documents and take such other action as may be necessary from time to time to carry out this Bill of Sale. Assignor hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable.

Assignor covenants and agrees that it will at any time and from time to time do, execute, acknowledge and deliver any and all other acts, deeds,

assignments, transfers, conveyances, powers of attorney or other instruments that Assignee reasonably deems necessary or proper to carry out the assignment and conveyance intended to be made hereunder.

This Bill of Sale shall be binding upon and inure to the benefit of Assignor and Assignee and their successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Bill of Sale as of the date first written above.

ASSIGNOR:

RUTLEDGE HILL PRESS, INC.

By: Lawrence M. Stone  
Its: PRESIDENT

ASSIGNEE:

ELM HILL PRESS, INC.

By: Eric Hayden, VP  
Its: Vice President

**ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (this "Agreement"), dated as of December 29<sup>th</sup>, 1999, by and among THOMAS NELSON, INC., a Tennessee corporation ("Nelson"), ELM HILL PRESS, INC. ("Sub"), a Tennessee corporation and a wholly owned subsidiary of Nelson, and RUTLEDGE HILL PRESS, INC., a Tennessee corporation (the "Company").

**WITNESSETH:**

**WHEREAS**, the Company owns and operates a publishing business in and around Nashville, Tennessee (the "Business");

**WHEREAS**, the Company desires to sell, and Sub desires to purchase, substantially all of the assets utilized by the Company in the operation of the Business; and

**WHEREAS**, the Company, Nelson and Sub desire to make certain representations, warranties, covenants and agreements in connection with the transaction.

**NOW, THEREFORE**, in consideration of the mutual premises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1.      Purchase of Assets and Assumption of Liabilities**

(a)      **Purchase and Sale.** Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Sub shall purchase from the Company and the Company shall sell, transfer, assign, convey and deliver to Sub good and marketable title to all assets, tangible and intangible, of and pertaining to or used at or in connection with the Business, other than the Excluded Assets (as hereinafter defined), but including, without limitation, all of the Company's right, title and interest in and to the following (collectively, the "Assets"):

(i)      All of the Company's inventory, including without limitation the raw materials, works in process, component parts, finished goods and other items described in Schedule 1(a)(i) attached hereto and incorporated herein by reference (collectively, the "Inventory");

(ii)      All of the Company's accounts receivable, negotiable instruments, chattel paper and other rights to receive payments from any person or entity relating to the operation of the Business, including without limitation the accounts receivable described in Schedule 1(a)(ii) attached hereto and incorporated herein by reference (collectively, the "Accounts");

(iii)      Except as set forth on Schedule 1(a)(iii)(A), all of the Company's right, title and interest in and to the names set forth on Schedule 1(a)(iii)(B) and any and all other trade names, trademarks, trademark registrations, service names, service marks, patents, copyrights, assumed names, licenses and all applications therefor belonging to Company, telephone numbers and other intellectual property, and all goodwill associated therewith (collectively, the "Intellectual Property");

Schedule 1(a)(iii)(B)

Rutledge Hill Press

Patents and Trademarks

Rutledge Hill Press

Registration No. 1,794,940

Rutledge Hill Press (and Design)

Registration No. 2,013,148



# THOMAS NELSON

Nelson Place at Elm Hill Pike, P.O. Box 141000 Nashville, Tenn., 37214-1000

April 6, 2000

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, DC 20231

Re: U.S. Trademark Registration  
"RUTLEDGE HILL PRESS (and Design)"  
Registration No. 2,013,148

Dear Sir or Madam:

Attached is a Recordation Form Cover Sheet along with an executed Assignment, copies of the Bill of Sale and Asset Purchase Agreement regarding the above-referenced trademark registration. Also enclosed is our check #214018 in the amount of \$40.00 for filing the Assignment.

If you have any questions, please contact me at (615) 902-1188.

Sincerely,

Donna Ledbetter  
Legal Assistant  
([djledbetter@thomason.com](mailto:djledbetter@thomason.com))

:djl  
Attachment

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