

05-03-2000

OMB No. 0651-0011 (exp. 4/94)



101342712

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

1. Name of conveying party(ies): **4.10.00**
Trustees of Tufts College/Tufts University

Individual - _____
 Association - _____
 General Partnership - _____
 Limited Partnership - _____
 Corporation - Massachusetts
 Other - _____

R. L. Polk & Co.

Individual - _____
 Association - _____
 General Partnership - _____
 Limited Partnership - _____
 Corporation - Delaware
 Other - _____

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

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

Name: Belvoir Publications, Inc.
Street Address: 75 Holly Hill Lane
City: Greenwich State: CT Zip: 06836-2626

Individual - _____
 Association - _____
 General Partnership - _____
 Limited Partnership - _____
 Corporation - Delaware
 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

2000 APR 10 PM 12:12
OPR/FINANCE

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other - _____

Execution Date: November 10, 1998

4. Application number(s) or Registration number(s):

A. Trademark Application No(s): _____ B. Trademark Registration No(s): 1,829,381
1,912,853

Additional numbers attached? Yes No

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

Name Steinberg, Raskin & Libberchuk P.C.
Street Address: 1140 Avenue of the Americas, 15th Floor
City: New York State: NY Zip: 10036-5803

Our Refs.: 367,1023, 367,1024

05/03/2000 JSKABAZ7 00000133 1029701

01 FC:481 46.00 01
02 FC:482 25.00 01

6. Total number of applications and registrations involved:.....[2]

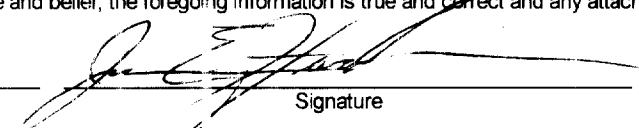
7. Total fee (37 CFR 3.41).....\$65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500518
 Authorized to charge additional fees to deposit account

(Attach duplicate copy(ies) of this page if paying by deposit account and/or authorizing additional fees to be charged to 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.

Jason E. Hardiman, Esq.  April 5, 2000
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: [6]

AGREEMENT made this 10th day of November 1998 among Tufts University, a Massachusetts non-profit corporation ("Tufts") acting by and through its School of Veterinary Medicine ("TUSVM"), R. L. Polk & Co., a Delaware corporation ("Polk"), and Belvoir Publications, Inc., a Delaware corporation ("Belvoir"). Tufts and Polk are sometimes herein referred to together as the "Sellers" and separately as a "Seller".

WHEREAS, Tufts and Polk own and publish two newsletters titled "Your Dog" and "Catnip" (the "Newsletters");

WHEREAS, Belvoir wishes to acquire certain assets of the Newsletters from Tufts and Polk, and Tufts and Polk wish to transfer such assets to Belvoir, all on the terms and conditions set forth herein:

NOW, THEREFORE, the parties hereto hereby act and agree as follows:

1. For purposes of this Agreement, the assets of the Newsletters (the "Assets") being acquired by Belvoir hereunder consist of the following:

- (a) All rights of Sellers in and to the name of each of the Newsletters, viz., "Your Dog" and "Catnip";
- (b) The current paid subscription list of each of the Newsletters, together with expiration dates and other relevant subscriber information;
- (c) Copies of all subscriber correspondence;
- (d) Accounts receivable from subscriptions to the Newsletters arising from invoices dated after October 15, 1998, to the extent such accounts receivable have not been collected on or before the date hereof, and accounts receivable from list rental orders to the extent such orders have not been fulfilled (i.e., tape sent to mailer) on or before the date hereof;
- (e) Sellers' supply of back issues of the Newsletters and supply of Dog Daybooks and Cat Daybooks;
- (f) Sellers' supply of promotional materials, direct mail materials, billing forms, circulation forms and renewal forms; and
- (g) Content-in-progress for the next two issues of each of the Newsletters; namely, issues having December 1998 and January 1999 issue dates.

The Assets do not include any cash, cash equivalents, accounts receivable for expired subscriptions to the Newsletters, accounts receivable arising from invoices dated on or before October 15, 1998, regardless of when collected, accounts receivable arising from invoices dated after October 15, 1998, but on or before the date hereof, to the extent such accounts receivable are collected on or before the date hereof, accounts receivable from list rental orders received and fulfilled (i.e., tape sent to mailer) on or before the date hereof, prepaid postage accounts, content-in-progress other than content for the December 1998 and January 1999 issues, paper inventories, contract rights, ancillary products (other than the Sellers' supply of Dog Daybooks and Cat Daybooks) or any right to use the name, insignia or other marks of Tufts, TUSVM or Polk (other than "Your Dog" and "Catnip").

2. The Sellers hereby transfer, assign and deliver all of the Assets to Belvoir. Belvoir shall pay all filing, registration and recording fees, sales and transfer taxes and other amounts payable in connection with the sale of the Assets hereunder and the vesting of Belvoir's ownership therein.

3. Belvoir hereby assumes, and agrees to perform and discharge, all obligations of the Sellers to fulfill subscription orders received by the Sellers on or before the date hereof (the "Assumed Obligations"). Except for the Assumed Obligations, Belvoir shall have no responsibility for any liability of the Sellers related to the Newsletters or for any claim against the Sellers based on any act or occurrence which has taken place heretofore.

4. As further described in Section 6, below, Belvoir is making payment on account of the content-in-progress included in the Assets.

5. The Sellers hereby grant to Belvoir a royalty-free, worldwide, non-exclusive license to copy, reprint, publish, distribute and vend all content published heretofore in the Newsletters as to which the Sellers (or either of them) hold the copyright. Belvoir hereby grants to TUSVM a royalty-free, worldwide, non-exclusive license to copy, reprint, publish, distribute and vend all content published hereafter in the Newsletters as to which Belvoir holds the copyright; provided however, that TUSVM may use such content solely in conjunction with educational courses offered by TUSVM. Belvoir or TUSVM, as the case may be, shall include an appropriate copyright notice (in the form specified by the other party) with all content published under the foregoing license.

6. In connection with content-in-progress, the parties have agreed as follows:

- (a) Except as otherwise provided herein, TUSVM is responsible for the payment and discharge of all obligations to The Parkinson Group, Inc. ("PG") arising under its agreement to provide content for the Newsletters. All rights to content furnished by PG hereafter, other than that for the December 1998 and January 1999 issues of the Newsletters, shall be vested solely in TUSVM.
- (b) On the date hereof, Polk is paying to TUSVM the sum of \$125,001, representing the aggregate outstanding amount heretofore invoiced by PG. In addition, on the date hereof, Polk is paying to TUSVM the sum of \$18,350 in full satisfaction of Polk's obligation to make payments to PG under its agreement to provide content for the Newsletters.
- (c) Belvoir is paying to TUSVM the sum of \$4,800 on account of the content-in-progress for the December 1998 and January 1999 issues of the Newsletters..

7. Simultaneously with the execution and delivery hereof

- (a) Tufts and Belvoir are entering into a License Agreement; and
- (b) Tufts and Polk are entering into an instrument of mutual release.

8. (a) Each of Tufts and Polk, separately and individually and not jointly, hereby represents and warrants to Belvoir that:

- (i) Such Seller has the power to enter into this Agreement and that all action necessary to authorize the execution, delivery and performance of this Agreement by such Seller has been taken;

- (ii) To the knowledge of such Seller, all of the Assets transferred hereunder by the Sellers are free, clear and unencumbered, and have not been heretofore assigned, sold or otherwise disposed of; that the Sellers are the sole and exclusive owners thereof and have the right to sell the same without infringement or asserted infringement of the rights of others; and that there are no facts or circumstances known to the Sellers which may or will impair the validity of Sellers' title thereto;
- (iii) There are no outstanding contracts or commitments of any kind involving or affecting the Newsletters for which Belvoir will have any liability other than the Assumed Obligations;
- (iv) To the knowledge of such Seller, there are no claims, obligations or liabilities, fixed or contingent, which involve or otherwise affect the Newsletters, or which may be enforced against the same, for which Belvoir will have any liability other than the Assumed Obligations;
- (v) To the knowledge of such Seller, such Seller has complied with all laws, regulations and orders applicable to it in its conduct of the business of publishing the Newsletters, and that there are no tax liens or levies due or owing in connection with the Assets;
- (vi) To the knowledge of such Seller, there is no litigation or proceeding relating to the Newsletters or the Assets pending or threatened against such Seller, nor does such Seller know or have reasonable grounds to know of any basis for any such action, or of any government investigation relative thereto;
- (vii) To the knowledge of such Seller, the Sellers have been granted all certificates, permits and franchises from any federal, state, municipal or other governmental instrumentality which have been necessary lawfully to carry on the business of publishing the Newsletters; and
- (viii) No agent or broker or other person acting pursuant to authority of such Seller is entitled to any commission or finder's fee from Belvoir in connection with the transactions contemplated by this Agreement.

(b) Polk hereby represents and warrants to Belvoir that, with respect to the Newsletters as of October 29, 1998, that there were 75,951 paid subscribers to Your Dog; that the total sales of Your Dog for the period of April 1, 1998, through September 30, 1998 were \$728,525; that there were 61,758 paid subscribers to Catnip; and that total sales of Catnip for the period of April 1, 1998 through September 30, 1998 were \$630,199.

(c) The representations and warranties made by the Sellers in this Agreement shall be true and correct on and as of the date hereof and

such representations and warranties shall survive for eighteen months hereafter.

9. Polk shall indemnify and hold harmless Belvoir from and against all liabilities, damages, costs and expenses that Belvoir incurs, including reasonable attorneys' fees, by reason of:

- (a) All liabilities of the Sellers (other than the Assumed Obligations) of any nature, whether accrued, absolute, contingent or otherwise, arising out of transactions entered into or any state of facts existing prior to the date hereof, including, without limitation, any income or other taxes; and
- (b) Any breach of any warranty, representation or agreement made on the part of Polk under this Agreement.

Polk's obligations hereunder are limited to claims asserted by Belvoir by notice delivered to Polk within eighteen months after the date hereof and conditioned on Belvoir's giving prompt notice of any claim for which indemnification is sought and the right to defend and settle such claim through attorneys of Polk's choice. If Polk accepts the defense of such claim, Polk shall have no liability for any attorneys' fees or costs incurred by Belvoir after such acceptance. In no event shall Polk have any liability for consequential, remote or speculative damages.

10. Each of Polk and TUSVM agrees that it will not, for a period of three years from the date of this Agreement, without the prior written consent of Belvoir, either directly or indirectly, operate, own or participate (either as a principal, agent, partner or consultant, or through any corporation, firm or organization in which they, or either of them, may be a shareholder, partner, member or be otherwise affiliated in any manner whatsoever) in the publishing of a consumer newsletter directed at cat or dog owners. Nothing in this Section shall apply to or be binding on any Tufts' faculty member or in any way limit the right of a faculty member to publish, or cause the publication of, any articles, papers or other materials.

11. All notices under this Agreement shall be in writing and shall be effective and deemed given (i) on the fourth business day after being sent by registered or certified mail or (ii) on the first business day after being sent by express mail, telefax or commercial expedited delivery service, and addressed to the party to which notice is given as set forth below or to such other address as shall be furnished in writing for this purpose:

if to Tufts or TUSVM,

Tufts University School of Veterinary Medicine
200 Westboro Road
North Grafton, MA 01536
Attn: Joseph P. McManus
Fax No. 508-839-7953

with a copy to:

Mary Lee Jacobs, Esq.
Office of the General Counsel
Tufts University
Ballou Hall
Medford, MA 02155
Fax No. 617-627-3308

if to Belvoir,

Belvoir Publications, Inc.
75 Holly Hill Lane
Greenwich, CT 06836-2626
Attn: Robert Englander
Fax No. 203-661-4802

if to Polk,

R. L. Polk & Co.
26955 Northwestern Highway
Southfield, MI 48034
Attn: President
Fax No. 248-728-7110

with a copy to:

William M. Cowan, Esq.
Cowan & Minetz
180 North LaSalle Street
Chicago, IL 60601
Fax No. 312-236-6252

WITNESS the execution hereof.

Tufts University
By: Steven S. Mans
Its Executive Vice President

R. L. Polk & Co.
By: Helen Hoant
Its Senior Vice President

Belvoir Publications, Inc.
By: Robert Englander
Its

545098_3.WP6