



05-26-2000

TRADEMARKS ONLY

U.S. Patent & TMOtc/TM Mail Rcpt. Dt. #40

5.26.00



4.

of Patents and Trademarks: Please record the attached origin

101405257

1. Name of conveying party(ies):

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

MetaText, Inc.
1107 Poinsettia Avenue
Orlando, FL 32804

netLibrary, Inc.
3080 Center Green Drive
Boulder, CO 80301

- () Individual - Citizen of
() Association
() General Partnership
() Limited Partnership
(X) Corporation - State of Florida
() Other

- () Individual(s) - Citizen of
() Association
() General Partnership
() Limited Liability Company
(X) Corporation - State of Delaware
() Other

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

3. Nature of Conveyance:

- () Nunc Pro Tunc Assignment
(X) Trademark Assignment
() Merger
() Change of Name
() Change of Name
() Change of Name
() Change of Name

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 (X)No

Effective Date: March 29, 2000

4. Application or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/671,358

Additional numbers attached? ()Yes (x)No

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

Name: Jeffrey S. Whittle, Esquire
Internal Address: Allen, Dyer, Doppelt, Milbrath & Gilchrist, P.A.

Street Address: 255 South Orange Avenue Suite 1401

City: Orlando St: FL Zip: 32801

6. Total number of applications and registrations involved:.....(1)

7. Total fee (37CFR 3.41)..... \$40.00
(X) Enclosed (receipt for payment)
() Authorized to be charged to deposit account

8. Deposit account number: 01-0484

(Attach duplicate copy of this page if paying by deposit account)

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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.

Jeffrey S. Whittle, Esquire

Handwritten signature of Jeffrey S. Whittle

May 19, 2000

Signature

Date

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



05-26-2000

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**BILL OF SALE,
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Bill of Sale, Assignment and Assumption Agreement, dated as of March 29, 2000 (this "Assignment"), is between MetaText, Inc., a Florida corporation ("Assignor"), and netLibrary, Inc., a Delaware ("Assignee").

RECITALS

A. Pursuant to the Asset Purchase Agreement, dated March 29, 2000, among Assignor, Assignee and certain persons referred to as the Seller Shareholders (the "Purchase Agreement"), Assignor has agreed to sell, assign, transfer and convey substantially all of its assets to Assignee.

B. This document is being delivered pursuant to Section 6.3(p) of the Purchase Agreement.

C. All undefined capitalized terms shall have the meanings assigned to them in the Purchase Agreement.

AGREEMENT

In consideration of the Purchase Price, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

RECEIVED

1. **Sale and Assignment.** Assignor hereby sells, transfers, grants, contributes, conveys and assigns to Assignee all of its right, title and interest in and to the business, properties, assets and rights of any kind, whether tangible or intangible, and constituting, or used or useful in connection with, or related to the Business (the "Assets"), excluding any interest in and to the assets, agreements and other property rights described on Exhibit A (the "Excluded Assets").

2. **Assumption.** Assignee hereby (i) assumes and agrees to pay, perform and discharge as and when due the Closing Liabilities of Seller reflected on the Closing Statement, (ii) assumes the debt of \$1,185,000 owed by Seller to Dan Broughton (the "Shareholder Debt") and agrees that within two days of the Closing it will pay, perform and discharge the Shareholder Debt, and (iii) assumes and agrees to perform and discharge when due all of the liabilities and obligations under the Contracts listed on Schedule 2.19 of the Seller Disclosure Schedule of the Purchase Agreement that are to be performed on or after the Closing Date (the "Assumed Liabilities"). Except for the Assumed Liabilities, Assignee does not assume and the Assignor shall remain liable for any other liability, obligation, guaranty, indebtedness, claim, loss, cost, expense or responsibility, direct or indirect, absolute or contingent, of Assignor.

3. **Representations**. Assignor represents and warrants that: (i) Assignor is conveying its interests in the Assets free and clear of any Liens; (ii) Assignor has not granted to any third party any ownership interests, licenses, rights to use, marketing rights or similar rights in or to the Assets; (iii) the interests in the Assets being conveyed hereby were created by employees or consultants of Assignor under agreements granting to Assignor all ownership rights in the work created by such employee or consultant; (iv) to the knowledge of Assignor, the Assets do not infringe upon any intellectual property rights of any party; (v) no third party has asserted any right or claim challenging Assignor's ownership of or right to use or asserting any independent right to use, the Assets; and (vi) the Assets are not subject to any agreement, litigation, injunction, decree, judgement or other action challenging or restricting the ownership or use by Assignor of the Assets.

4. **Further Assurances**. Assignor agrees to execute and deliver any other assignments, documents or instruments, and to take any further action and execute such other documents, as may be appropriate or necessary to effect the transfers contemplated herein, including without limitation, the execution of transfer documents for the transfer of all domain names and trademarks of Seller.

5. **Governing Law**. This Assignment shall be governed by and construed under the laws of the State of Colorado.

6. **Assignability**. This Agreement shall inure to the benefit and be binding upon the successors and assigns of Seller.

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale,
Assignment and Assumption as of the date set forth above.

METATEXT, INC.,
a Florida corporation

By: 

Name: David Lindrum

Title: President

NETLIBRARY, INC.
a Delaware corporation

By: _____

Name: Robert W. Kaufman

Title: President & CEO

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale,
Assignment and Assumption as of the date set forth above.

METATEXT, INC.,
a Florida corporation

By: _____
Name: David Lindrum
Title: President

NETLIBRARY, INC.
a Delaware corporation


By:  _____
Name: Robert W. Kaufman
Title: President & CEO

EXHIBIT A

Excluded Assets

The Assets shall not include any interest in any of the following:

- (a) the corporate seal, articles of incorporation, minute books, stock books, tax returns and other corporate and similar records of Assignor;
- (b) the rights that accrue or will accrue to Assignor under the Purchase Agreement;
- (c) the rights to any claims or any tax credits or tax attributes belonging to Assignor; and
- (d) the cash of Assignor.