

REC

03-09-2001

ET



To the Honorable Commission  
original documents or copy thereof:

101607548 please record the attached

<p>1. Name of conveying party: ZD Inc. One Park Avenue New York, New York 10016</p> <p><input checked="" type="checkbox"/> A Corporation of Delaware <i>1-08-01</i></p>	<p>2. Name and address of receiving party: WBT Education Holdings LLC 320 Park Avenue New York, New York 10022</p> <p><input checked="" type="checkbox"/> A Delaware Limited Liability Company</p>
<p>3. Nature of conveyance: Nullification of the Purchase Agreement executed on 11/17/99 which was recorded at Reel/Frame 002049/0966. The actual transfer of title was carried out by assignment, which was recorded at Reel/Frame 002108/0441, from ZD Inc. to WBT Operating LLC. Because the Purchase Agreement should not have been submitted for recordation, its recordation should be removed from the assignment histories of the registrations and applications identified herein.</p> <p><i>EXEC 11-17-99</i></p>	<p>4. Trademark Registration/Application Nos.: 2,304,169; 2,286,209; 2,286,208; 2,277,493; 2,274,892; 2,190,577; 2,184,314; 2,116,727; 2,082,361; 1,381,822; 75/589,636; 75/589,624; 75/476,805; 75/474,165; and 75/419,243</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Kristen E. Mollnow, Esq. Nixon Peabody LLP Clinton Square, P.O. Box 31051 Rochester, New York 14603</p>	<p>6. Total number of Registrations/Applications involved: 15</p>
<p>7. Total fee (37 CFR 3.41) <u>\$390.00</u></p> <p><input checked="" type="checkbox"/> <u>\$390.00</u> Check is enclosed.</p>	<p>8. Deposit Account Number: 14-1138</p> <p><input checked="" type="checkbox"/> Charge any additional fees to account.</p>
<p>DO NOT USE THIS SPACE <span style="float: right;"><i>390E</i></span></p>	

To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true original document.

Kristen E. Mollnow  
Kristen E. Mollnow

3-9-01  
Date

[Total number of pages including Cover Sheet and Original Notice of Recordation: 18 ]

Draft of November 17, 1999

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PURCHASE AGREEMENT

by and between

ZD INC.

and

WP EDUCATION HOLDINGS LLC

Dated as of November 17, 1999

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PURCHASE AGREEMENT, dated as of November 17, 1999 (this "Agreement"), by and between ZD INC., a Delaware corporation ("Seller"), and WP Education Holdings LLC, a limited liability company organized under the laws of the State of Delaware ("Buyer").

WHEREAS, Seller, through its ZD Education division (the "Division"), and Ziff-Davis Education Canada, Inc. (the "Company") are engaged in the business of providing integrated IT learning solutions to businesses and organizations (the "Business").

WHEREAS, the parties hereby agree that Seller shall sell, transfer and assign to Buyer the assets, properties and rights of the Business, including all of the issued and outstanding shares of capital stock (the "Shares") of the Company, and Buyer shall assume certain liabilities of Seller, in each case upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

SECTION 1.1 Definitions. The following terms are defined in the sections indicated.

<u>Defined Term</u>	<u>Section</u>
"Accounting Expert"	Section 2.8(e)
"Action"	Section 3.8(a)
"Adjustment Amount"	Section 2.8(h)
"Affiliate"	Section 2.3(d)
"Agreement"	Recitals
"Ancillary Agreements"	Section 3.5
"Annual Financial Statements"	Section 3.6
"Applicable Contracts"	Section 3.7(d)
"Asset Purchase"	Section 2.1
"Assumed Liabilities"	Section 2.4(a)
"Benefit Plans"	Section 3.10(a)
"Bill of Sale"	Section 2.7(b)(i)
"Books and Records"	Section 2.1(g)
"Business"	Recitals
"Business Systems"	Section 3.21(a)

ARTICLE II

SALE AND PURCHASE OF ASSETS AND SHARES

SECTION 2.1 Sale and Purchase of Assets. Upon the terms and subject to the conditions set forth in this Agreement, Seller hereby agrees to sell, convey, transfer, assign and deliver to Buyer, and Buyer hereby agrees to purchase from Seller, at the Closing, all of Seller's right, title and interest in and to all assets, rights and properties primarily related to, or used or held for use primarily in connection with, the Business immediately prior to the Closing ("Related to the Business"), whether tangible or intangible, real, personal or mixed, other than the Excluded Assets (the "Transferred Assets"), including, but not limited to, the following assets, rights and properties of Seller to the extent Related to the Business:

(a) all intellectual property (the "Intellectual Property") defined as any United States, foreign, international and state: patents and patent applications, industrial design registrations, certificates of invention and utility models (collectively, "Patents"); trademarks, service marks, and trademark or service mark registrations and applications, trade names, logos, designs and slogans, together with all goodwill related to the foregoing (collectively, "Trademarks"); Internet domain names, copyrights, copyright registrations, renewals and applications for copyrights, including without limitation for the Content and the Software (each as defined below in this Section 2.1) (collectively, "Copyrights"); Content; Software, trade secrets and other confidential information, know-how, proprietary processes, formulae, algorithms, models and methodologies (collectively, "Trade Secrets"), rights of publicity, and all license agreements and other agreements granting rights relating to any of the foregoing. "Software" means any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code form, (ii) databases, compilations, and any other electronic data files, including any and all collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts, technical and functional specifications, and other work product used to design, plan, organize, develop, test, troubleshoot and maintain any of the foregoing, (iv) without limitation to the foregoing, the software technology supporting any functionality contained on Internet site(s) and (v) all documentation, including technical, end-user, training and troubleshooting manuals and materials, relating to any of the foregoing. "Content" means any and all information, pictures, images, graphics, video, audio, text and any other content or information, in whatever form and on any media;

(b) all marketing information, marketing research and data and customer and mailing lists, including works in progress;

(c) all furniture, fixtures, furnishings, machinery, vehicles, computers, equipment, supplies and other tangible personal property located in the Division's headquarters in Rochester, New York or elsewhere;

(d) all inventory and all raw materials, work in process, finished products, wrapping, supply and packaging items located in the Division's headquarters in Rochester, New York or elsewhere;

(e) all prepaid expenses, accounts receivable and other current assets as of the Closing Date;

(f) all contracts, purchase or other orders, leases, licenses, commitments, instruments and other agreements to which Seller is a party (each, a "Contract" and collectively, the "Contracts") and all rights thereunder;

(g) originals or copies of all books, records, ledgers, files, reports, accounts, data, plans and operating records, whether in hard copy, electronic format, magnetic or other media ("Books and Records");

(h) all promotional and advertising materials, whether existing in print, video, online, magnetic or other media, and all stationary, forms, labels and other materials;

(i) all licenses, permits, approvals, registrations and similar rights or authorizations obtained from governmental entities;

(j) all claims, causes of action and other rights of recovery, set off or recoupment (but excluding any recovery (whether by settlement or otherwise) of attorneys' fees and expenses incurred by Seller in connection with the Pacifica Litigation (as defined herein)); and

(k) all goodwill relating to the Business or any of the foregoing.

The transactions contemplated by this Section 2.1 are sometimes referred to herein as the "Asset Purchase."

SECTION 2.2 Sale and Purchase of Shares. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, all of the Shares. The transactions contemplated by this Section 2.2 are sometimes referred to herein as the "Stock Purchase."

SECTION 2.3 Excluded Assets. Notwithstanding anything in this Agreement to the contrary, Seller shall retain from and after the Closing all of its direct and indirect right, title and interest in and to, and there shall be excluded from the Asset

SECTION 3.17 Brokers and Finders. Except for Morgan Stanley & Co. Incorporated, whose fees shall be paid by Seller, no agent, broker, investment banker, intermediary, finder, Person or firm acting on behalf of Seller or the Company will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, from any of the parties hereto in connection with the execution of this Agreement or upon consummation of the transactions contemplated hereby.

SECTION 3.18 No Undisclosed Liabilities. The Assumed Liabilities do not include, and the Company does not have, any Liabilities except for (a) Liabilities disclosed in Schedule 3.18 of the Disclosure Schedule, (b) Liabilities reflected or adequately reserved against in the Financial Statements, (c) current Liabilities incurred in the ordinary course of business, consistent with past practice and (d) other Liabilities that, individually or in the aggregate, are not material. "Liabilities" means any debts, liabilities, commitments or obligations of any kind, character or nature whatsoever, whether known or unknown, accrued, contingent or absolute, due or to become due.

SECTION 3.19 Intellectual Property.

(a) Schedule 3.19(a) of the Disclosure Schedule sets forth, for all Intellectual Property included in the Transferred Assets, or owned by the Company a complete and accurate list of all U.S. and foreign: (i) Patents; (ii) Trademark registrations (including Internet domain name registrations) and applications and (iii) Copyright registrations and Copyright applications. Except as set forth on Schedule 3.19(b) of the Disclosure Schedule, Seller or the Company is the sole and exclusive beneficial owner, and, with respect to the United States, record owner (except for U.S. Reg. No. 1631580), of the items on Schedule 3.19(a).

(b) Except as set forth in Schedule 3.19(b) of the Disclosure Schedule and except in such instances as is not reasonably likely to be material:

(i) Seller, the Company, or the Division own or have the right to use all Intellectual Property which is used in or necessary for the Business as currently conducted, free and clear of all liens or other encumbrances. The Intellectual Property owned by or licensed to the Company, and included in the Transferred Assets and covered by the arrangements and license agreements contemplated under Sections 5.10 and 5.12 (the "Buyer License") constitutes all of the Intellectual Property used in or necessary for the business as currently conducted, including but not limited to all Intellectual Property contained in or necessary to manufacture, use, sell, reproduce, display and, with respect to Intellectual Property owned by Seller or the Company, make derivative works of the products sold by the Business and all product names (other than Seller's trademarks, trade names, service marks, domain names or logos that

include the words "Ziff Davis," "Ziff," "ZD" or "Softbank" as described in Section 5.12);

(ii) all Intellectual Property owned by the Company or included in the Transferred Assets or covered by the Buyer License, has been duly maintained, is valid and subsisting, in full force and effect and has not been cancelled, expired or abandoned;

(iii) Seller, the Company or the Division has not received written notice from any third party regarding any actual or potential infringement by Seller with respect to the Business, the Company or the Division of any intellectual property of such third party, and Seller, the Company or the Division has no knowledge of any valid basis for such a claim against Seller, the Company or the Division;

(iv) Seller, the Company or the Division has not received written notice from any third party regarding any assertion or claim challenging the validity of any Intellectual Property owned by the Company or included in the Transferred Assets or covered by the Buyer License, and Seller, the Company or the Division has no knowledge of any valid basis for such a claim;

(v) to Seller's knowledge, no third party is misappropriating, infringing, diluting or violating any Intellectual Property owned by the Company or Seller and included in the Transferred Assets or covered by the Buyer License;

(vi) neither Seller with respect to the Transferred Assets, nor the Company or the Division have licensed or sublicensed its rights in any Intellectual Property, or received or been granted any such rights, other than pursuant to the Contracts;

(vii) Seller, the Company or the Division take reasonable measures to protect the confidentiality of Trade Secrets owned by or licensed to Company, the Division or to Seller and included in the Transferred Assets or covered by the Buyer License;

(viii) the execution, delivery and performance by Seller, the Company or the Division of this Agreement, and the consummation of the transactions contemplated hereby, will not result in the loss or impairment of, or give rise to any right of any third party to terminate or alter, any of the Intellectual Property rights of the Company or the Division, or of the rights of Buyer as the successor owner of the Transferred Assets, nor require the consent of any Governmental Entity or third party in respect of any such Intellectual Property;

(ix) There are no settlement agreements, consents or covenants not to sue concerning any Intellectual Property to which the Company, the Division or Seller is a party (to the extent such Intellectual Property is included in the Transferred Assets).

SECTION 3.20 Transferred Assets. Seller has, and at the Closing Buyer will receive, good and marketable title to all of the Transferred Assets, in each case free and clear of any Lien, except for such Liens that would not materially interfere with the ownership or operation of the Business or the Transferred Assets, taken as a whole, and which will not secure debt as of the Closing Date. All tangible assets constituting Transferred Assets are (i) in good operating condition and repair, ordinary wear and tear excepted and (ii) are suitable for operation of the Business, are fit for their intended purposes and meet all requirements of Law or any Governmental Entity, except for such failures that individually or in the aggregate are not likely to be material. The Transferred Assets together with the other rights conferred to Buyer as contemplated by this Agreement constitute all of the assets, properties and rights necessary for the operation of the Business as conducted and are adequate and sufficient for the operation of the Business as presently conducted.

SECTION 3.21 Year 2000 Compliance.

(a) Except as is not reasonably likely to be material, (i) the products sold by the Business are Year 2000 Compliant; and (ii) all of the internal computer systems of Seller (but solely with respect to the Division) and the Company comprised of software, hardware, databases or embedded control systems (microprocessor controlled, robotic or other device) that are used in the Business, or the operation of the Company or the Division (collectively the "Business Systems"), including but not limited to accounting systems, are Year 2000 Compliant.

(b) Except as is not reasonably likely to be material, Seller (but solely with respect to the Division) and the Company have obtained written representations or assurances from each entity that (x) provides data of any type that includes date information or which is otherwise derived from, dependent on or related to date information ("Date Data") to Seller (but solely with respect to the Division) or the Company, (y) processes in any way Date Data for Seller (but solely with respect to the Division) or the Company or (z) otherwise provides any material product or service to Seller with respect to the Business or, the Company or the Division, that all of such entity's Date Data and related hardware, software and embedded technology that are used for, or on behalf of, Seller, the Company or the Division are Year 2000 Compliant. Neither Seller (but solely with respect to the Division) nor the Company is reasonably likely to incur material expenses arising from or relating to the continuing efforts by the Business to achieve Year 2000 compliance or the failure of any of the products sold by the Business, or to the knowledge of Seller or the Company, the Business Systems used by or relied upon by the Business to be Year 2000 Compliant.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ZD INC.

By /s/ Daryl R. Otte  
Name: Daryl R. Otte  
Title: Senior Vice President of Development  
and Planning

WP EDUCATION HOLDINGS LLC

By /s/ Bruce Barnes  
Name: Bruce Barnes  
Title: President

Schedule 3.1 (e) Intellectual Property Rights: Trademark and Service Mark Applications and Registrations of Seller

EL573599748US

Client ID	ZD EDUCATION	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
19218	Australia	LEARNPRO	9, 16, 41, 42	2/ 1/1998	754010	7/ 3/1998	Registered		
15302	Australia	LOGICAL OPERATIONS	16, 41	9/25/1992	587264	9/25/1992	Registered		
15308	Australia	LOGICAL OPERATIONS	16, 41	9/25/1992	587266	9/25/1992	Registered		
		LOGO							
15453	Benelux	LOGICAL OPERATIONS	9, 16, 41	3/26/1996	602577	3/26/1996	Registered		
15456	Benelux	LOGICAL OPERATIONS	9, 16, 41	3/26/1996	602576	3/26/1996	Registered		
		LOGO							
13666	European Union	CUSTOM CLASSROOM	9, 16, 41	4/ 1/1996	149898	7/29/1998	Registered		
		LIBRARY							
13728	European Union	CUSTOM CLASSROOM	9, 16, 41	4/ 1/1996	149930	7/10/1998	Registered		
		LIBRARY LOGO							
13850	European Union	EXPRESSLINE	9, 16, 41	4/ 1/1996	149864		Pending/Opposed		
13664	European Union	INTERACTIVE TRAINING	9, 16, 42	4/ 1/1996	140707		Pending/Opposed		
		COMPANION							
19217	European Union	LEARNPRO	9, 16, 41, 42	2/ 2/1998	736371		Pending		
13659	European Union	LOGICAL OPERATIONS	9, 16, 41	4/ 1/1996	149773	6/22/1998	Registered		
		LOGO							
15633	Germany	CUSTOM CLASSROOM	16, 41	Z 10 926/41 WZ 2/19/1992	DWZ 2 033 979	4/ 5/1993	Registered		
		LOGO							
15563	Germany	LOGICAL CLASSMATE	9, 16, 41	Z10 928/41WZ 2/19/1992	DWZ 2034744	4/19/1993	Registered		
		TRAINING CENTER							
		MANAGEMENT							
15552	Germany	LOGICAL OPERATIONS	41, 9, 16	Z 10 925/41 WZ 2/19/1992	DWZ 2 050 674	11/29/1993	Registered		
		LOGO							
15005	Germany	LOGICAL OPERATIONS	9, 16, 41	Z 10 858/41 WZ 12/ 3/1991	DWZ 2 041 472	7/29/1993	Registered		
		LOGO							
15630	Germany	LOGICAL OPERATIONS	9, 16, 41	Z 10 924/41 WZ 2/19/1992	DWZ 2 037 545	6/ 3/1993	Registered		
		LOGO							
15635	Germany	SKILLS EVALUATION	16, 41	Z 10 927/41 WZ 2/19/1992	DWZ 2 037 859	6/ 8/1993	Registered		
		SERIES							
19279	United States	CUSTOM CLASSROOM	9	3/11/1998	2,277,493	9/14/1999	Registered		
		LIBRARY							
15363	United States	CUSTOM CLASSROOM	9	8/12/1994	2,184,314	8/25/1998	Registered		
		LIBRARY LOGO							
14361	United States	EXPRESSLINE	16	75/017574	2,116,727	11/25/1997	Registered		
14365	United States	EXPRESSLINE	41	75/035355	2,082,361	7/22/1997	Registered		
15047	United States	INTERACTIVE TRAINING	9	75/061285			Pending		
		COMPANION							
18744	United States	LEARNPRO	16	75/335605	2,286,208	10/12/1999	Registered		
18745	United States	LEARNPRO	41	75/335606	2,286,209	10/12/1999	Registered		
18746	United States	LEARNPRO	42	75/335603			Pending		

18743	United States	LEARNPRO	9	75/333449	7/31/1997	2,274,892	8/31/1999	Registered
18472	United States	LOGICAL OPERATIONS LOGO	16	75/283592	4/29/1997	2,190,577	9/22/1998	Registered
15042	United States	LOGICAL OPERATIONS LOGO	41	73/422,103	4/18/1983	1,381,822	2/4/1986	Registered
20138	United States	QUICKSKILL	41	75/589623	11/16/1998			Pending
20136	United States	QUICKSKILL	42	75/589636	11/16/1998			Pending
20137	United States	QUICKSKILL	9	75/589624	11/16/1998			Pending
20140	United States	QUICKSKILLCBT	41	75/589621	11/16/1998			Pending
20139	United States	QUICKSKILLCBT	9	75/589622	11/16/1998			Pending
20366	United States	TECHEXPERT	41	75/687546	4/20/1999			Pending
20370	United States	TECHEXPERT	9	75/688064	4/22/1999			Pending
19761	United States	THE HI-TECH HUB	42	75/522858	7/21/1998			Pending

Client:	ZD JOURNALS	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
ID	Country							
13650	European Union	COBB	9, 16, 42	149682	4/ 1/1996			Pending
14803	France	COBB LOGO	16, 41	310 995	9/30/1991	1 696 152	9/30/1991	Registered
13791	France	INSIDE	16, 41	92419914	5/21/1992	92419914	5/21/1992	Registered
13492	Germany	COBB	16, 41	Z 10 792/41 WZ	10/ 4/1991	2 102 942	2/ 7/1997	Registered
<del>12573</del>	<del>Germany</del>	<del>COBB-INSIDE</del>	<del>16, 41</del>	<del>C 44 923/41WZ</del>	<del>4/ 6/1993</del>	<del>2 103 581</del>	<del>5/23/1997</del>	<del>Registered</del>
15716	Germany	COBB LOGO	16, 41	Z 10 823/41	11/ 2/1991	2 099 624	2/28/1996	Registered
15264	Italy	COBB LOGO	16	RM91COO3546	10/ 8/1991	615365	2/ 3/1994	Registered
14661	United Kingdom	COBB LOGO	16	1478813	10/ 4/1991	1478813	10/ 4/1991	Registered
15708	United Kingdom	INSIDE AND COBB LOGO	16	2001314	10/31/1994			Pending/Opposed
19195	United States	ABC'S OF THE WWW	9	75/419243	1/16/1998			Pending
19363	United States	BEYOND WEB BASICS	9	75/476805	4/24/1998			Pending
19289	United States	BUILDING INTERNET COMMUNITIES	9	75/456140	3/24/1998			Pending
14271	United States	COBB LOGO	16	74/039059	3/16/1990	1,631,580	1/15/1991	Registered
20195	United States	EFOCUS	16	75/620312	1/14/1999			Pending
20196	United States	EFOCUS	42	75/620311	1/14/1999			Pending
20550	United States	INSIDE WEB DEVELOPMENT	16	75/805343	10/14/1999			Pending
20214	United States	INTERNET SEARCH ADVANTAGE	16	75/631180	1/29/1999			Pending
19167	United States	INTERNET SEARCH ADVANTAGE	38	75/403810	12/11/1997			Pending
19169	United States	INTERNET SEARCH ADVANTAGE	42	75/403809	12/11/1997			Pending
15002	United States	THE COBB GROUP	16	74/039111	3/16/1990	1,631,581	1/15/1991	Registered
19362	United States	THE COMPLETE WEB SITE CD	9	75/474165	4/24/1998			Pending
19194	United States	WEB FANATIC'S GUIDE TO THE INTERNET	9	75/419242	1/16/1998			Pending

Schedule 3.19(a) Intellectual Property Rights: Trademark and Service Mark Applications and Registrations of Seller

TRADEMARK

**CERTIFICATE OF EXPRESS MAILING**

**Express Mailing Label No.:**  
**Date of Deposit:**

**EL573599748US**  
**January 18, 2001**

**I hereby certify that this paper is being deposited in the United States Postal Service "Express Mail Post Office to Addressee" Service under 37 C.F.R. 1.10 on the date indicated above and is addressed to: Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231.**

*Sandra Caruso*

**Sandra Caruso**

**Attachments:**

**Recordation Form Cover Sheet**  
**Original Notice of Recordation of Purchase Agreement**  
**Between ZD Inc. and WP Education Holdings LLC**  
**With Attachments**  
**Check for \$390.00**  
**Post Card**