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2-13-01

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

1. Name of conveying party(ies):
United Press International, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation of Delaware
- Other _____

Date of execution of attached Document: June 28, 1992
Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) None

40E

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

Name: Worldwide News, Inc.
Address: _____
Street Address: 1400 Eye Street, N.W.
City: Washington State: DC ZIP: 20005

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation of 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

B. Trademark Registration No. 0736064



02-13-2001

U.S. Patent & TMO/TM Mail Rept. Dt. #40

Additional numbers attached? Yes No

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

Name: John H. Weber
Internal Address: PEPPER HAMILTON LLP

Street Address: 600 Fourteenth Street, N.W.

City: Washington State: DC ZIP: 20005-2004

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Atty Dkt. No: 113167.1

(Attach duplicate copy of this page if paying by 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.

John H. Weber

Name of Person Signing:

February 13, 2001

SALE AND PURCHASE AGREEMENT

THIS AGREEMENT, is entered into as of this 28th day of June, 1992, by and between UNITED PRESS INTERNATIONAL, INC., a Delaware corporation ("Seller"), and WORLDWIDE NEWS, INC., a Delaware corporation ("Buyer").

W I T N E S S E T H:

WHEREAS, on August 28, 1991 (the "Filing Date"), the Seller filed its voluntary petition for reorganization under Chapter 11, Title 11 of the United States Code, 11 U.S.C. §101 et seq. (the "Bankruptcy Code"), causing an order for relief to be entered;

WHEREAS, Seller is involved in reorganization proceedings under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court (the "Bankruptcy Court") for the Southern District of New York (the "Proceedings");

WHEREAS, Buyer and Seller wish to enter into this Agreement pursuant to which Seller will sell, and Buyer will purchase, all of Seller's right, title and interest in substantially all of Seller's assets and properties used or useful in the business conducted by the Seller (the "Business") and will assume certain liabilities of Seller, all upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual agreements of the parties hereto, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I

Agreement to Sell and Purchase Assets

1.1 Upon the terms and subject to the conditions expressly set forth in this Agreement, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and accept from Seller, at the Closing (as hereinafter defined), all of Seller's right, title and interest in, and Seller's right to the use and enjoyment of, all of Seller's properties and assets, including those used or useful in connection with the Business (the "Assets") as of the Closing Date (as hereinafter defined), of every type and description, whether real, personal or mixed, tangible or intangible, choate or inchoate, known or unknown, fixed or unfixed, accrued, absolute, contingent or otherwise and whether or not reflected on the books and records of Seller or specifically mentioned herein other than the Excluded Assets (as such term is hereinafter defined), pursuant to an order of the Bankruptcy Court providing for, among other matters, that the Assets are being transferred free and clear of any and all liens, claims, charges, encumbrances, mortgages, security interests and pledges (collectively the "Liens"); provided, however, that all of such Assets are being sold, assigned, transferred and conveyed to Buyer

TRADEMARK

REEL: 002243 FRAME: 0681

AS IS, WHERE IS AND WITHOUT ANY REPRESENTATION, EXPRESS OR IMPLIED, AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR USE other than as expressly set forth herein; provided, further that Buyer may elect prior to the expiration of the Contract Inspection Period (as defined below) not to accept or retain, and may return to Seller, any of the Assets as shall be designated by Buyer provided that there shall be no reduction in the Purchase Price (as hereinafter defined). Notwithstanding anything in the immediately preceding proviso to the contrary, Buyer may not return to Seller any Selected Contract. The Assets shall include, but not be limited to, the following:

(a) to the extent assignable under the Bankruptcy Code, all licenses, permits, rights, approvals or other authorizations issued to Seller by any governmental agency or authority, relating to the Business (the "Licenses"), including without limitation, the Licenses listed on Exhibit 1.1(a) hereto;

(b) all tangible personal property and physical assets, inventory, supplies, equipment, machinery, owned by Seller and used, useful, intended or reserved for use in the Business, wherever located and whenever acquired, including, without limitation, all of the assets listed on Exhibit 1.1(b) hereto;

(c) all of Seller's copyrights, logos, trademarks, patents, trade secrets, service marks, goodwill, going concern value, privileges, licenses, permits, software, inventions, formulas, methods, processes, tradenames and other tangible and intangible rights, including, without limitation, the names "United Press International", "UPI" and all variations thereof owned by Seller and such other intangible property listed on Exhibit 1.1(c) (collectively, the "Intangible Property");

(d) subject to Section 5.5 hereof, those certain contracts, agreements and leases to which Seller is a party that Buyer shall designate in writing to Seller as being accepted by Buyer (the "Selected Contracts") on or prior to the 30th day following the Closing Date or such later date as may be designated after the Closing Date by Buyer but in no event later than the earlier of (such date being hereinafter referred to as the "Final Selected Contract Date") (x) the date of the hearing (the "Confirmation Hearing Date") on the confirmation of Seller's plan of reorganization before the Bankruptcy Court and (y) December 31, 1992 (such period after the Closing Date and ending on the Final Selected Contract Date being referred to herein as the "Contract Inspection Period"), which contracts, agreements and leases may include, without limitation, those listed on Exhibit 1.1(d);

(e) all of Seller's slogans and promotional materials relating to the Business;

(f) the real estate, easements and other rights in real property owned or leased by the Seller, including all buildings, fixtures and improvements thereon, including, without limitation, all real property and real property leasehold interests listed on Exhibit 1.1(f) hereto (the "Real Property");

(g) all of Seller's customer records, customer lists, files, books and records, copies of accounting journals, ledgers, technical information, correspondence, reports, lists of advertisers, promotional materials, credit and sales records;

(h) all of Seller's photographs, slides, films, prints, negatives, tapes, movies and similar property, in whatever form, including audio and visual components thereof, including Seller's photograph and/or slide archive;

(i) all of Seller's accounts receivable representing Pre-Billed Receivables (for purposes of this Agreement, a Pre-Billed Receivable shall be that portion of an account receivable which has been billed in advance by the Seller in respect of future services to be rendered by Seller and/or Buyer and shall be calculated by dividing the amount of any such account receivable by the number of days that service was/is to be rendered on account of such account receivable and multiplying such result by the number of days that Buyer is to render such services on account of such account receivable) plus any amounts (in cash or other property) collected by or for the benefit of Seller prior to the Closing Date on account of such Pre-Billed Receivables (the "Collected Accounts"); the amount collected on account of any Pre-Billed Receivable shall be allocated to Buyer based upon the ratio of the Pre-Billed Receivable from the account debtor to the amount billed in advance to such account debtor and the remaining amount (if any) allocated to Seller;

(j) all of the stock or other forms of investment owned by Seller in any entity (collectively, the "Subsidiaries" and individually a "Subsidiary"), including, but not be limited to, all of the issued and outstanding capital stock of those Subsidiaries listed on Exhibit 3.1;

(k) ten percent (10%) of the amount collected with respect to the accounts to be billed by Seller after the Closing Date to the account debtors listed on Exhibit 1.1(k) hereto relating to services provided by Seller, and to be provided by Buyer, to such account debtors in June, 1992 (the "June Receivables"); and

(1) all deposits paid by Seller in respect of security deposits, prepaid rent and all other advance payments on leases and other executory contracts; all deposits (other than cash on deposit in any bank or other account); and all other prepaid items other than prepaid insurance premiums ("Prepaid Insurance").

1.2 The Assets shall not include the following (the "Excluded Assets"): (i) Seller's rights under this Agreement, (ii) Seller's accounts receivables (including tax refund in respect of any period prior to the Closing Date) other than the Pre-Billed Receivables, (iii) Seller's cash-on-hand (other than cash attributable to Collected Accounts), (iv) any pension plan to which Seller is a party or administers and any amounts held under any such plan, (v) any collective bargaining agreement to which Seller is a party, (vi) the Excluded Contracts (as hereinafter defined), (vii) Prepaid Insurance, (viii) all policies of title, liability, fire, errors and omissions, workers compensation and other forms of insurance (including bonds) insuring products, services, properties, assets and operations of the business of Seller, including, without limitation, the policies listed on Exhibit 1.2, (ix) 90% of the amount collected on the June Receivables, and (x) all of Seller's stock records, corporate charters, seals, minute books and all tax returns and records related thereto provided Seller provides Buyer reasonable access to such Excluded Assets for a period of three (3) years from the Closing Date.

1.3 Buyer shall be entitled to exercise all of Seller's rights under, and shall be entitled to all of the benefits of, all of the contracts, leases and agreements (other than any Excluded Assets) to which Seller is a party ("Seller Contracts") from the Closing Date until the end of the Contract Inspection Period or, as to any particular Seller Contract which Buyer notifies Seller it will not designate as a Selected Contract, the date Seller rejects such Contract (the "Rejection Date"), provided that Seller shall, upon receipt of such notification, schedule a hearing in the Bankruptcy Court to reject such Contract within five (5) business days or the earliest available hearing date thereafter. From and after the Closing Date until the earlier of the Rejection Date or the date a Seller Contract has been assumed by Buyer pursuant to Section 1.4 (the "Interim Period"), the Buyer shall advance to Seller, within 3 business days after request therefor, the costs and expenses, accruing during and related to the Interim Period under a Seller Contract. Seller covenants not to waive any of its rights under any Seller Contract or amend any such Seller Contract during the Interim Period without Buyer's written approval.

Seller covenants and agrees to use the funds paid by Buyer under this Section 1.3 solely for the purpose of paying the Seller's obligations accruing from and after the Closing Date under

the Seller's Contract with respect to which Buyer made such payment.

1.4 In the event Buyer designates a Seller Contract as a Selected Contract, Seller shall promptly assume, without recourse to Seller, and assign such Selected Contract under Section 365 of the Bankruptcy Code. Upon such assignment Buyer promptly shall cure, to the extent required by the Bankruptcy Code, all outstanding defaults of Seller under such Selected Contract and assume all of Seller's obligations, and shall be entitled to all Seller's rights, under the Selected Contract.

1.5 Seller has reviewed each of the Exhibits attached hereto and, to Seller's knowledge, such Exhibits accurately reflect what they are intended to reflect. Buyer acknowledges that Seller has not prepared certain of the Exhibits attached hereto and has reviewed such Exhibits under limited time constraints attributable to the desire of the parties hereto to consummate the transactions contemplated hereby on an expedited basis, and accordingly Seller does not make, and nothing contained herein shall be deemed to be, a representation or warranty as to the accuracy or completeness thereof.

1.6 Except for the liabilities under the Selected Contracts assumed by Buyer as provided in Section 1.4 and Buyer's obligations under Section 1.3, Buyer is not agreeing to, and shall not, assume any other liability, obligation, undertaking, expense or agreement of Seller of any kind, whether absolute or contingent, known or unknown, including, without limitation, any obligation to Seller's employees, and the execution, delivery and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement.

ARTICLE III

Purchase Price, Closing and Additional Agreements

2.1 The purchase price for the Assets ("Purchase Price") shall be an amount equal to \$3,950,000 (which amount shall include any amounts delivered to Seller pursuant to Section 2.2 hereof) payable at the Closing by Buyer by wire transfer of immediately available funds to Seller. The Purchase Price shall be adjusted dollar-for-dollar as follows: (i) the amount of the Collected Accounts not delivered to Buyer at Closing shall be credited against the Purchase Price, (ii) any amounts prepaid by Seller with Buyer's consent shall increase the Purchase Price by such amount, and (iii) the amount paid by Seller for a location site at the Olympics to be held in Barcelona, Spain shall increase the Purchase Price by the amount so paid up to a maximum of \$71,000.

The amount of the Collected Accounts shall be estimated in good faith by Buyer and Seller as of the Closing Date (such amount

being referred to herein as the "Closing Date Amount"). Within 45 days after the Closing Date, Buyer and Seller shall endeavor to determine the actual amount of the Collected Accounts as of the Closing Date (the "Final Amount"). In the event the Final Amount exceeds the Closing Date Amount, Seller shall pay Buyer such excess by wire transfer or check, at Buyer's option, within three (3) business days after the determination of the Final Amount. In the event the Closing Amount exceeds the Final Amount, Buyer shall pay Seller such excess by wire transfer or check, at Seller's option, within three (3) business days after the determination of the Final Amount. In the event there shall be a dispute as to the Final Amount, the final determination thereof shall be made by an independent accounting firm mutually acceptable to Seller and Buyer, whose determination shall be final and binding on Seller and Buyer. The cost and expenses of such accounting firm shall be borne equally by Buyer and Seller. Notwithstanding anything herein to the contrary, if Seller and Buyer are unable to agree upon a mutually acceptable accounting firm, such firm shall be selected by the Bankruptcy Court.

2.2 Buyer has previously deposited with Proskauer Rose Goetz & Mendelsohn ("Escrow Agent") the sum of \$200,000 as a good faith deposit (the "Deposit") to be disbursed by the Escrow Agent to Seller at the Closing.

2.3 The date of closing (the "Closing Date") for the consummation of the transactions contemplated hereby shall be effective as of 12:01 a.m., June 28, 1992. The closing for the consummation of the transactions (the "Closing") contemplated hereby shall take place at 10:00 am at the office of Edwards & Angell, 750 Lexington Avenue, New York, New York, or as otherwise mutually agreed by the parties hereto.

2.4 Seller and Buyer each agree to use its best efforts in the performance and fulfillment of all terms and conditions of this Agreement applicable to it. From and after the Closing Date, upon request of the Buyer, the Seller shall, at Buyer's sole cost and expense, execute, acknowledge and deliver all such further deeds, assignments, transfers, stock powers, conveyances, powers of attorney and assurances as may be required to convey and transfer to and vest in Buyer and protect its right, title and interest in the Assets, and as may be appropriate otherwise to carry out the transactions contemplated by this Agreement, including, without limitation, any documents to evidence Buyer's rights under the Selected Contracts and Buyer's determination not to accept or retain any of the Assets. From and after the Closing Date, upon the request of the Seller, at Seller's sole cost and expense, the Buyer shall execute, acknowledge and deliver such further instruments as may be required to protect Seller's right, title and interest in the Excluded Assets, and as may be appropriate otherwise to carry out the transactions contemplated by this Agreement.

2.5 The Seller agrees that, effective as of the Closing Date, it hereby constitutes and appoints the Buyer, its successors and assigns, the true and lawful attorney of the Seller in the name of the Buyer or in the name of the Seller, but for the benefit and at the expense of the Buyer, (i) to institute and prosecute all proceedings which the Buyer may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Assets as provided for in this Agreement; (ii) to defend or compromise any and all actions, suits or proceedings in respect of any of the Assets, and to do all such acts and things in relation thereto as the Buyer shall deem advisable; and (iii) to take all action, including the execution of any necessary transfer documents, which the Buyer, its successors or assigns, may reasonably deem proper in order to provide for the Buyer, its successors or assigns, the benefits to be provided to Buyer pursuant to this Agreement under any of the Assets. The Seller acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by the Seller.

2.6 Notwithstanding anything to the contrary contained herein, Buyer shall have no rights whatsoever to any Excluded Assets.

ARTICLE III

Representations and Warranties of Seller

Seller hereby represents and warrants to Buyer that:

3.1 Seller is duly organized and validly existing under the laws of its jurisdiction of incorporation, and has the power and authority, pursuant to the order of the Bankruptcy Court attached hereto as Exhibit A (the "Sale Order"), necessary to sell the Assets to Buyer and to consummate the transactions contemplated hereby. To Seller's knowledge, the corporate name of each Subsidiary and its jurisdiction of incorporation are set forth on Exhibit 3.1 hereto. To Seller's knowledge, Exhibit 3.1 sets forth a list of each jurisdiction where Seller presently conducts business.

3.2 To Seller's knowledge, there are no outstanding options, warrants or other rights to subscribe for or purchase from any of the Subsidiaries, or any securities convertible into or exchangeable for, or any plans, contracts or commitments providing for the issuance of, or the granting of rights to acquire, (i) any capital stock or other ownership interests in any of the Subsidiaries, or (ii) any securities convertible into or exchangeable for any capital stock or other ownership interest in any of the Subsidiaries.

3.3 To the Seller's knowledge, Seller owns the name "United Press International, Inc."

3.4 (a) There is no valid subsisting indebtedness of Seller owed to Foothill Capital Corporation ("FCC").

(b) ~~The Assets are being transferred from Seller to Buyer pursuant to an order of the Bankruptcy Court providing for, among other matters, that the Assets are being transferred free and clear of all Liens.~~

3.5 To Seller's knowledge, set forth on Exhibit 3.5 hereto is a true, complete and accurate list as of the Closing Date of the Pre-Billed Receivables, by customer, indicating the amount billed by Seller and the amount paid by the customer.

3.6 Exhibit 3.6 lists each of four pension and/or retirement plans covered by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and maintained by Seller.

ARTICLE IV

Representations and Warranties of Buyer

Buyer hereby represents and warrants to Seller as follows:

4.1 Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware, with full corporate power and authority to execute and deliver this Agreement and all documents and instruments required to be executed and delivered by it pursuant hereto (the "Other Buyer Documents"), and to carry out the transaction contemplated hereby and thereby.

4.2 All requisite corporate authorizations for the execution, delivery, performance and satisfaction by Buyer of this Agreement and each of the Other Buyer Documents have been, or prior to the Closing will be, duly obtained. This Agreement is, and each of the Other Buyer Documents will upon execution and delivery be, a legal, valid and binding obligation of Buyer, enforceable in accordance with their respective terms.

4.3. Neither the execution and delivery by the Buyer of this Agreement, nor the consummation of the transactions contemplated hereby (a) violates any provision of Buyer's Certificate of Incorporation or By-Laws, or (b) conflicts with or will result in any material breach of any term, condition or provision of, or constitutes or will constitute (with due notice or lapse of time or both) a default under, or will result in the creation or imposition of any lien, charge or encumbrance upon any of the properties or assets of Buyer pursuant to the terms of, any mortgage, deed of trust or other agreement or instrument to which

Buyer is a party or by which or to which Buyer or any of its assets are subject or bound.

ARTICLE V

Covenants

5.1 As soon as practical after the Closing Date and in any event within fifteen days after the Closing Date, Seller shall (i) at its cost and expense, change its corporate name to a name bearing no resemblance to "United Press International" or "UPI", and (ii) at Buyer's cost and expense take such other action as is reasonably necessary to assist Buyer to have the full and exclusive right, title and interest in and to, and exclusive use of, all of the names and marks used in connection with the Business, provided, however, that Seller is authorized to use the name "United Press International, Inc." in connection with any and all pleadings and legal matters directly related to the Chapter 11 case of the Seller. Provided Seller indicates to third parties that Seller has sold its Assets and Business to Buyer, Seller also may use the name "United Press International, Inc." in connection with the collection or liquidation of any Excluded Assets.

5.2 Seller shall promptly use its best efforts to obtain a release and discharge of any purported security interest of FNN on any of the Assets.

5.3 [Reserved]

5.4 Seller shall resolve, at Seller's expense, all outstanding disputes with Financial News Network, Inc. ("FNN") relating to the ownership of certain equipment which FNN claims is leased to Seller and Seller claims is owned by Seller (the "Disputed Equipment") so as to deliver to Buyer title to the Disputed Equipment free and clear of any and all claims of FNN.

5.5 Buyer shall provide to the Seller by no later than 5:00 (5) business days prior to July 8, 1992 and July 22, 1992 and such other date as designated by the Seller from time to time (but in no event later than the Final Selected Contract Date), a list identifying each executory contract and unexpired lease which the Buyer has determined (as of the date of such request) is not to be assigned to it by the Seller (the "Excluded Contracts") and Seller shall schedule a hearing before the Court seeking entry of an order rejecting under Section 365 of the Bankruptcy Code such Excluded Contracts by no later than five (5) business days after the receipt of such designation from the Buyer or on the next available hearing date thereafter. Subject to the last sentence of this Section 5.5, any executory contract or unexpired lease not identified to Seller by Buyer to be an Excluded Contract as of a particular date shall not preclude Buyer from subsequently designating such contract or lease as an Excluded Contract and any such failure by Buyer to

designate such a contract or lease as an Excluded Contract shall not be deemed an election by Buyer to designate such contract or lease as a Selected Contract or affect Buyer's rights or obligations under Section 1.3 hereof. Seller shall give Buyer at least 20 days written notice of the Confirmation Hearing Date, if any. In the event Buyer has not designated any executory contract or unexpired lease as a Selected Contract by the Final Selected Contract Date, it shall be deemed that Buyer has not elected to have such contract or lease assigned to Buyer and Seller then shall have the right to reject any then remaining executory contracts and unexpired leases.

5.6 From and after the Closing Date, Buyer will indemnify, defend, and hold Seller and its officers, directors and controlling persons harmless against any and all liabilities, damages, losses, claims, costs and expenses (including attorneys' fees) arising out of or resulting from (a) Buyer's failure to pay or satisfy or cause to be paid or satisfied any of the obligations it explicitly assumed under the Selected Contracts in accordance with Section 1.4 hereof; or (b) nonperformance by Buyer of any obligations to be performed on the part of Buyer under this Agreement.

5.7 (A) Notwithstanding anything to the contrary contained herein, Seller shall retain ownership of and all right, title and interest in and to, all the Seller's accounts receivable arising prior to the Closing Date other than the Pre-Billed Receivables ("Seller's Receivables"). For purposes of this Agreement, Seller's accounts receivable shall mean all accounts receivable of Seller existing at the close of business on the day immediately preceding the Closing Date other than Pre-Billed Receivables. Buyer hereby agrees to cooperate in the transfer of the records of the Seller's accounts receivable from the corporate offices of Seller to such location as designated by Seller and not to interfere with the Seller's efforts to collect such accounts.

(B) In the event Buyer receives any payment on account of Seller's account receivables as evidenced by reference to invoices, dates of service provided, or other clear evidence of the account debtor's intent, Buyer shall immediately remit to Seller all such proceeds. In the event Buyer receives any payments on account of any account receivable from a payor serviced by both Buyer and Seller, and such payment does not indicate whether such payment is on account of an account receivable owned by Seller or generated by Buyer, Buyer shall immediately inform Seller of the receipt thereof and the parties shall attempt to clarify with the payor the invoice(s) covered by such payment. In the event no such determination is made, the proceeds shall be divided on a pro-rata basis based upon the proportion of the total outstanding amount owed by such payor to each of Seller and Buyer. Any disputes arising under the provisions of this paragraph shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association then in effect.

(C) Buyer agrees that until December 31, 1992 Seller may, in connection with the collection of Seller's accounts receivable, utilize the services of Buyer's accounting personnel, and other employees as Buyer may agree, for the purposes of obtaining information related to the collection of Seller's accounts receivable provided such assistance to Seller does not interfere with the performance of the duties of such personnel and is limited to a reasonable amount of time per month.

ARTICLE VI

Miscellaneous

6.1 Seller and Buyer represent and warrant each to the other that it has not taken any action on account of which a claim by any person could arise from any brokerage fee or commission with respect to the negotiation, execution or performance of this Agreement, and each of Seller and Buyer agrees to indemnify, defend and hold harmless the other party from and against any claims in connection therewith.

6.2 All notices and other communications required or permitted to be given under or by reason of this Agreement shall be in writing and shall be deemed to have been properly given when delivered in person to the person to whom the notice is directed or five days after deposited in the United States mail, certified mail, return receipt requested (addressee only), first-class postage prepaid (with a postmark no later than the day specified for such notice), to the parties addressed (or to such other address or attention as the party to be given such notice may designate by notice to the other party in the manner herein prescribed) as follows:

A. If to Seller:

United Press International, Inc.
1400 I Street
Washington, D.C. 20005

with copies to:

Proskauer Rose Goetz & Mendelsohn
1585 Broadway
New York, NY 10036
Attn: Remy J. Ferrario, Esq.

Keck, Mahin & Cate
77 West Wacker Drive
49th Floor
Chicago, Illinois
Attn: Dennis O'Dea, Esq.

B. If to Buyer:

Worldwide News, Inc.
c/o Middle East Broadcasting Centre Ltd.
10 Heathmans Road
London SW6 4TJ
England
Attn: Robert Kennedy,
Deputy Chief Executive Officer

with a copy to:

Edwards & Angell
2700 Hospital Trust Tower
Providence, RI 02903
Attn: David K. Duffell, Esq.

and

Edwards & Angell
750 Lexington Avenue
New York, New York 10022
Attn: Sandra A. Riemer, Esq.

6.3 This Agreement may not be assigned by any party without the prior written consent of the other; provided, however, that Buyer may assign this Agreement without such prior written consent to an "affiliate" thereof but such assignment shall not release Buyer of its obligations hereunder.

6.4 The terms, conditions and other provisions of Agreement shall be governed and construed according to the laws the State of New York without giving effect to the conflict of laws thereof. All remedies at law, in equity, by statute or otherwise shall be cumulative and may be enforced concurrently therewith or from time to time and the election of any one or shall not constitute a waiver of the right to pursue other available remedies.

6.5 If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this document shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. The terms of this Agreement may not be amended, modified or waived except by written agreement signed by the parties.

6.6 In this Agreement the singular shall include the plural, the plural the singular and the use of any gender shall include all genders.

6.7 This Agreement is for the sole benefit of Buyer and Seller and their respective successors and permitted assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement.

6.8 The representations and warranties set forth in the last two sentences of Section 3.1 and in Sections 3.2, 3.5 and 3.6 shall terminate as of the Closing Date.

IN WITNESS WHEREOF, the parties hereto have made and delivered this Agreement as of the day and year first above written.

SELLER:

UNITED PRESS INTERNATIONAL, INC.

By: 

Its: PRESIDENT & CEO

BUYER:

WORLDWIDE NEWS, INC.

By: 

Its: President

INDEX OF EXHIBITS

Exhibit A - Order of Bankruptcy Court

Exhibit 1.1(a) - Licenses

Exhibit 1.1(b) - Tangible Personal Property

Exhibit 1.1(c) - Intangible Property

Exhibit 1.1(d) - Contracts, Leases and Agreements

Exhibit 1.1(f) - Real Property

Exhibit 1.1(k) - Account Debtors Relating to June Receivables

Exhibit 1.2 - Insurance

Exhibit 3.1 - Subsidiaries; Jurisdiction of Qualifications;
Places of Business

Exhibit 3.5 - Pre-Billed Receivables

Exhibit 3.7 - ERISA Plans