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



U.S. Department of Commerce  
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TRADEMARK

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8-60)

RECORDATION FORM COVER SHEET  
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AUG - 6

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  
05/05/1998

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
05/05/1998

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

08/14/2001 6TOM11 00000089 1420667

01 FC:481  
02 FC:482

40.00 DP  
150.00 DP

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REEL: 002348 FRAME: 0113

**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="1,420,667"/>	<input type="text" value="1,647,405"/>	<input type="text" value="2,129,100"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,064,440"/>	<input type="text" value="2,129,101"/>	<input type="text" value="1,979,047"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,129,102"/>	<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.

Kristine M. Miller

8/6/2001

Name of Person Signing

Signature

Date Signed

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of May 5, 1998 between Energy Publications Acquisition Corp., a Delaware corporation ("Buyer") and Pasha Publications, Inc., a Virginia corporation ("Seller").

### RECITALS

A. Seller is engaged in the business of (i) publishing newsletters and other publications on the topics of energy, business, defense, environment, religion, recreation and safety and health, (ii) providing electronic and online access to the data and text from many of its publications and (iii) conducting conferences and trade shows related to energy and defense industries. All of Seller's business related to (a) the energy industry, including, without limitation, the data, data services, publications and conferences set forth on Schedule 1 hereto and all of Seller's rights in connection therewith, and (b) The Pryor Report, including, without limitation, publications and conferences and all of Seller's rights in connection therewith, shall hereinafter be referred to collectively as the "Business".

B. Buyer desires to acquire from Seller all of the assets used in, useful to or relating to the Business and to assume certain liabilities and contractual obligations of the Business, and the Seller desires to sell or assign such assets and to assign such liabilities to Buyer, on the terms and subject to the conditions hereinafter set forth.

C. Seller and Buyer desire to make certain representations, warranties, covenants and agreements in connection with the purchase and sale of such assets, and the assignment and assumption of such liabilities, of the Business as set forth herein (the "Acquisition").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the parties agree as follows:

- 1.55 "Sedgwick Noncompete Agreement" shall have the meaning set forth in Section 9.1(c) hereto.
- 1.56 "Seller" shall have the meaning set forth in the opening paragraph hereto.
- 1.57 "Seller Agreement" shall have the meaning set forth in Section 4.6(e) hereto.
- 1.58 "Seller Authorization" shall have the meaning set forth in Section 4.12 hereto.
- 1.59 "Seller's Intellectual Property" shall have the meaning set forth in Section 4.9(a) hereto.
- 1.60 "Seller's Schedules" shall have the meaning set forth in the governing language of Article IV.
- 1.61 "Services Agreement" shall have the meaning set forth in Section 7.13 hereto.
- 1.62 "Shareholder" shall have the meaning set forth in Section 10.2(e) hereto.
- 1.63 "Shareholder Indemnity Agreement" shall have the meaning set forth in Section 10.2(e) hereto.
- 1.64 "Supplemental Schedules" shall have the meaning set forth in Section 7.11 hereto.
- 1.65 "Systems" shall have the meaning set forth in Section 4.19 hereto.
- 1.66 "Tax" or "Taxes" shall have the meaning set forth in Section 4.7(a) hereto.

## ARTICLE II

### ASSET PURCHASE

#### 2.1 Acquisition of Assets.

(a) On the terms and subject to the conditions of this Agreement, at the Closing provided for in Article III hereof, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer will purchase, acquire and accept from Seller, all right, title, and interest in and to all assets and properties of Seller used in, useful to and/or relating to the Business other than those assets specified in Section 2.1(b) as Excluded Assets (the "Acquired Assets"). The Acquired Assets shall include, without limitation, (x) all assets used in, useful to and/or relating to the publications, data, data services and conferences of the Business identified in Schedule 1 hereto, including all assets in the following categories on Seller's balance sheet: "Accounts

Receivable," "Prepays," "Intangibles," "Trade Names," "Fixed Assets," and "Security Deposits," and (y) the following:

(i) all accounts receivable of Seller relating to the Business and other evidences of indebtedness owing to Seller relating to the Business existing as of the Closing Date;

(ii) all licenses, commitments, obligations, development, publication, or distribution agreements, joint venture agreements, or other contracts, agreements or instruments relating to the Business, whether written or oral ("Contracts"), and rights thereunder, including without limitation, the designated Contracts relating to Seller set forth on Schedule 4.11(a), except for those Contracts identified on Schedule 4.5 as requiring consent to assignment, the assignment of which is not a condition precedent to Closing, that Seller is unable (after using its commercially reasonable efforts) to assign to Buyer and Seller so notifies Buyer in writing prior to the Closing Date;

(iii) except as set forth on Schedule 2.1(a)(iii), franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights of the Seller obtained from governments and governmental agencies necessary for the operation of the Business,

(iv) all supplies owned by Seller used in, useful to and/or relating to the Business;

(v) all tangible personal property, including without limitation all inventory, work-in-process owned or leased by Seller used in, useful to and/or relating to the Business and the equipment set forth on Schedule 4.9(b);

(vi) all business and financial records, books, ledgers, files, plans, documents, correspondence, specifications, creative materials, advertising and promotional materials, marketing materials, conference materials, database materials, subscriber lists, customer lists, mailing lists, supplier lists, equipment repair, maintenance or service records, and all other printed or written materials relating to the Business whether written or electronically stored or otherwise recorded other than Seller's corporate books and records; it being understood that Buyer shall provide Seller with access to the financial records of Seller, provided that Seller not disclose any such financial records to any third party that has not signed a confidentiality agreement with Buyer;

(vii) all prepaid expenses related to the Business;

(viii) all tangible fixtures and equipment related to the Business which will consist of the items listed on Schedule 4.9(b);

(ix) all of Seller's goodwill relating to the Business;

(x) the benefit, to the extent the Seller is able to assign the same, of all right, title and interest of Seller (including without limitation the right to manage any such claims or causes of action) to claims, causes of action, deposits, refunds (excluding any tax refunds related to tax periods through the Closing Date), rights of recovery and/or set-off and rights of recoupment relating to the Business, and to insurance policies (other than life insurance policies) and amounts payable thereunder;

(xi) to the extent related to or required for the Business and the publications set forth on Schedule 1 hereto, all patents, patent applications, copyrights, trademarks (including, without limitation, all of Seller's right, title and interest in the names "PRYOR," "THE PRYOR REPORT" AND "THE PRYOR REPORT MANAGEMENT NEWSLETTER"), service marks, trade names (including, without limitation, "Pasha" and any variation thereof and the names of the publications and conferences set forth on Schedule 1 and any variations thereof), trade secrets, proprietary information, software, technology rights and licenses, proprietary rights and processes, know-how, research and development in progress, and any and all other intellectual property including, without limitation, all things authored, collected, created, discovered, developed, made, perfected, improved, designed, engineered, devised, acquired, produced, conceived or first reduced to practice and that pertain to or are used in the Business or that are relevant to an understanding or to the development of the Business, whether tangible or intangible, in any stage of development, including without limitation, all goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder;


(xii) all rights in and to the Internet domain names registered in the name of Seller including, without limitation, the domain names set forth on Schedule 2.1(a)(xi) and the content and Intellectual Property included in the web sites corresponding to such domain names; and

(xiii) that certain lease dated June 26, 1997 between Seller and TCW (RIG) Realty Holding Company with respect to the office space located at 1600 Wilson Boulevard, Suite 600, Arlington, Virginia 22209 (the "Arlington Lease") and that certain lease dated August 20, 1997 between Seller and Northwest Building, Ltd. with respect to the office space located at 13111 Northwest Freeway, Houston, Texas 77040 (the "Houston Lease" and together with the Arlington Lease, the "Leases"), as well as the security deposit provided by Seller under the Houston Lease.


(b) Buyer shall not purchase or acquire any Excluded Assets (as hereinafter defined). All of the assets that are set forth on Schedule 2.1(b) attached hereto, which assets, for the avoidance of doubt, are not required for, used in, useful to and/or relating to the Business shall not be purchased or acquired and shall be excluded assets for purposes hereof (the "Excluded Assets").

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be signed by their duly authorized respective officers all as of the date first written above.

ENERGY PUBLICATIONS ACQUISITION  
CORP.

By:   
Name: Ronald L. McMahon  
Title: President

PASHA PUBLICATIONS, INC.

By:   
Name: Tod Sedgwick  
Title: President