

01-03-2002

Form PTO-1504

1-31-92



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

101930994

attached original documents or copy hereof.

1. Name of conveying party(ies): 12.7001
 TOM SNYDER PRODUCTIONS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Massachusetts
 Other _____

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

2. Name and address of receiving party(ies):
 Name: HARLEQUIN EDUCATION, INC.
 Address: Corporation Trust Co
1209 N. Orange St.
Wilmington, Delaware 19801

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

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

Execution Date: March 29, 1996

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) & addresses attached?
 Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
2,128,059 and 25 OTHERS

Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Patrick Boisson
 Internal Address: Fross Zelnick Lehrman & Zissu, P.C.
 Street Address: 866 United Nations Plaza
 City: New York State: NY Zip: 10017

12-20-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #11

6. Total number of applications and registration involved:.....26

7. Total fee (37 CFR 3.41) \$ 690.00

Enclosed
 Authorized to be charged to deposit account
 (Only if total fee is not sufficient)

8. Deposit account number:
23-0825-0576900

(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.

Patrick Boisson
 Name of Person Signing
12/20/2001
 Date

Total number of pages comprising cover sheet: 90.00 OP
650.00 OP

01/02/2002 DBYRNE 00000225 2128059
 FZLZ File No.: TOMS USA AARN-99/01785 DWB

SCHEDULE OF TRADEMARKS

MARK	REGISTRATION NO.
CHOICES, CHOICES	2,128,059
DECISIONS, DECISIONS	2,021,985
FIZZ	1,804,176
FIZZ DESIGN	1,807,432
GEOGRAPHY SEARCH	2,013,728
GRAPH ACTION!	2,192,472
INNERBODYWORKS	1,894,883
INTERNATIONAL INSPIRER	2,267,973
MARTINA	1,804,175
MARTINA DESIGN	1,807,434
MINDS-ON-SCIENCE	1,964,073
NATIONAL INSPIRER	2,250,700
PIP & ZENA'S SCIENCE VOYAGE	2,098,154
RAINFOREST RESEARCHERS	2,431,894
READING MAGIC	1,585,378
SHIP LOGO	2,073,289
SQUIGGLEVISION	2,124,138
THE GRAPH CLUB	2,013,729
THE GREAT OCEAN RESCUE	2,066,445
THE GREAT SOLAR SYSTEM RESCUE	2,066,443
THE SEARCH SERIES	2,020,717
TIME SHIFT RADIO	1,998,587
TOM SNYDER PRODUCTIONS	2,015,457
TOM SNYDER PRODUCTIONS	2,015,456
TOM SNYDER PRODUCTIONS	2,015,451
TOM SNYDER PRODUCTIONS	1,954,322

I:\dwrubel\toms\011220-9901785 Schedule TOMS marks.doc

ASSET PURCHASE AGREEMENT, dated as of March 29, 1996 (this "Agreement"), among HARLEQUIN EDUCATION INC., a Delaware corporation (the "Purchaser"), TOM SNYDER PRODUCTIONS, INC., a Massachusetts corporation (the "Company"), and THE STOCKHOLDERS OF THE COMPANY LISTED ON SCHEDULE A HERETO (the "Significant Sellers").

W I T N E S S E T H:

WHEREAS, the Company is engaged primarily in the business of developing, marketing and selling animated television production, educational and entertainment content for teachers, the classroom and the home through any medium, including, but not limited to, videotapes, video discs, diskettes, CD-ROMs and on-line services (the "Business"); and

WHEREAS, the Company wishes to sell to the Purchaser, and the Purchaser wishes to purchase from the Company, the Business, including, without limitation, all right, title and interest of the Company in and to certain property and assets of the business, and in connection therewith the Purchaser is willing to assume certain liabilities of the Company relating thereto, all upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the Purchaser, the Company and the Significant Sellers hereby agree as follows:

ARTICLE I

PURCHASE AND SALE

SECTION 1.01. Assets to Be Sold. (a) On the terms and subject to the conditions of this Agreement, the Significant Sellers shall cause the Company, and the Company shall, on the Closing Date (as defined in Section 1.05 below), sell, assign, transfer, convey and deliver to the Purchaser or cause to be sold, assigned, transferred, conveyed and delivered to the Purchaser, and the Purchaser shall purchase from the Company, on the Closing Date, all the assets, properties, goodwill and business of every kind and description and wherever located, whether tangible or intangible, real, personal or mixed, directly or indirectly owned by the Company or to which it is directly or indirectly entitled and, in any case, belonging to or used or intended to be used in the Business other than items which constitute the Excluded Assets (as defined in Section 1.01(b) below) (the assets to be purchased by the Purchaser being referred to as the "Assets"), including, without limitation, the following:

- (i) the Business as a going concern;

- (ii) all rights in respect of the Leased Real Property to the extent such assignment is permitted (as defined in Section 2.16 below);
- (iii) all furniture, fixtures, equipment, machinery and other tangible personal property used or held for use by the Company at the locations at which the Business is conducted, or otherwise owned or held by the Company at the Closing Date for use in the conduct of the Business and not otherwise included in clause (ii) above, except with respect to personal property that is leased, to the extent transferable;
- (iv) all vehicles and rolling stock;
- (v) all cash, cash equivalents and bank accounts (other than the Purchase Price Bank Account (as defined in Section 1.07 below)) owned by the Company at the Closing Date;
- (vi) all Inventories (as defined in Section 2.09 below);
- (vii) all Receivables (as defined in Section 2.08 below);
- (viii) all books of account, general, financial, tax and personnel records, invoices, shipping records, supplier lists, correspondence and other documents, records and files and all computer software and programs to the extent transferable and any rights thereto owned, associated with or employed by the Company or used in, or relating to, the Business at the Closing Date, other than organization documents, minute and stock record books and the corporate seal of the Company;
- (ix) the goodwill of the Company relating to the Business;
- (x) all the Company's right, title and interest in, to and under the Intellectual Property to the extent transferrable and all goodwill associated therewith;
- (xi) except for the Excluded Assets and with respect to Excluded Liabilities, all claims, causes of action, chose in action, rights of recovery and rights of set-off of any kind to the extent transferable (including rights to insurance proceeds and rights under and pursuant to all warranties, representations and guarantees made by suppliers of products, materials or equipment, or components thereof), pertaining to, arising out of, and enuring to the benefit of the Company;
- (xii) all sales and promotional literature, customer lists and other sales-related materials owned, used, associated with or employed by the Company at the Closing Date;

(viii) all other contracts and agreements, whether or not made in the ordinary course of the Business, which are material to the Company or the conduct of the Business or the absence of which would have a Material Adverse Effect.

(b) Except as disclosed in Section 2.14(b) of the Disclosure Schedule, each Material Contract: (i) is valid and binding on the Company, is in full force and effect and shall continue in full force and effect for the benefit of the Purchaser without penalty or other adverse consequence resulting from the transactions contemplated hereby, and (ii) to the Company's and the Representing Sellers' knowledge, is valid and binding on the other parties thereto. Neither the Company nor, to the Company's or the Representing Sellers' knowledge, any other party to any Material Contract is in breach of, or default under, any Material Contract.

SECTION 2.15. Intellectual Property. (a) The Company owns or has rights to use all material "Intellectual Property", as hereinafter defined, as is used or held for use in the Business, including but not limited to all Intellectual Property associated with animated television production, educational and entertainment content for teachers, the classroom and the home through any medium, including but not limited to, videotapes, video discs, diskettes, CD-ROMs and on-line services created or currently under development by the Company or any of the Significant Sellers, or created or developed during the course of the Significant Sellers' employment by or ownership of the Company, free and clear of any Encumbrance.

"Intellectual Property" means (i) trademarks, service marks, trade dress, logos, trade names and corporate names, whether or not registered, including all common law rights, and registrations and applications for registration thereof, including, but not limited to, all marks registered in the United States Patent and Trademark Office, the Trademark Offices of the States and Territories of the United States Patent and Trademark Office, the Trademark Offices of the States and Territories of the United States of America, and the Trademark Offices of other nations throughout the world, and all rights therein provided by multinational treaties or conventions, (ii) copyrights (registered or otherwise) and registrations and applications for registration thereof, and all rights therein provided by multinational treaties or conventions, (iii) computer software, including, without limitation, source code, operating systems and specifications, data, data bases, files, documentation and other materials related thereto, data and documentation, (iv) trade secrets and confidential, technical or business information (including ideas, formulas, compositions, inventions and conceptions of inventions whether patentable or unpatentable and whether or not reduced to practice), (v) whether or not confidential, technology (including know-how and show-how), manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (vi) copies and tangible embodiments of all the foregoing, in whatever form or medium, (vii) issued patents and patent applications, (viii) all rights to obtain and rights to apply for patents, and to register

trademarks and copyrights, and (ii) all rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of any of the Intellectual Property rights hereinabove set out.

Section 2.15 of the Disclosure Schedule sets forth a list of all of the Company's registered and applied for copyrights, trademarks and patents and all material licenses pertaining thereto and indicates where and when such Intellectual Property has been registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, or the corresponding office of any other jurisdictions. To the knowledge of the Company or the Representing Sellers, the conduct of the Business does not conflict with or infringe upon, and no one has asserted to the Company or the Representing Sellers that the conduct of the Business conflicts with or infringes upon, any Intellectual Property owned, possessed, used or claimed by any third party. Except as disclosed in Section 2.15 of the Disclosure Schedule, the Company has not granted any outstanding licenses or other rights, or obligated itself to grant licenses or other rights in or to any of the Intellectual Property owned, used or licensed to it.

(b) From and after the Closing, the Purchaser shall have the right to use the name Tom Snyder as well as variations thereof, alone and in combination with other words and logos as trademarks, service marks and trade names in the manner provided for in the license agreement, substantially in the form attached hereto as Exhibit 4.08 (the "License Agreement").

SECTION 2.16. Real Property. (a) The Company does not own any real property.

(b) Section 2.16(b) of the Disclosure Schedule lists: (i) the street address of each parcel of real property leased by the Company as tenant, together with, to the extent leased by the Company, a brief description of all buildings and other structures, facilities or improvements currently located thereon ("Leased Real Property"), (ii) the identity of the lessor of each such parcel of Leased Real Property, (iii) the term (referencing applicable renewal periods) and rental payment terms of the leases (and any subleases) pertaining to each such parcel of Leased Real Property and (iv) the current use of each such parcel of Leased Real Property.

(c) Except as described in Section 2.16(c) or 2.13 of the Disclosure Schedule, to the Company's and the Representing Sellers' knowledge, there is no material violation of any Law (including, without limitation, any building, planning or zoning law) relating to any of the Leased Real Property. Except as set forth in Section 2.16(c) of the Disclosure Schedule or as would not have a Material Adverse Effect, the Company has not leased or subleased any parcel or any portion of any parcel of real property to any other Person, nor has the Company assigned its interest under any lease or sublease listed in Section 2.16(b) of the Disclosure Schedule to any third party. Except as described in Section 2.16 of the Disclosure Schedule, to the knowledge of the Company and the Representing

IN WITNESS WHEREOF, the Representing Sellers and the Significant Sellers, individually, and the Purchaser and the Company, by their officers thereunto duly authorized, have caused this Agreement to be executed as of the date first written above.

HARLEQUIN EDUCATION INC.

By: [Signature]
Name: B.A. STEVENSON
Title: SECRETARY

TOM SNYDER PRODUCTIONS, INC.

By: _____
Name:
Title:

Thomas F. F. Snyder

Richard D. Abrams

Annette S. Dykema, as Executrix of
the Will of Jere H. Dykema

David A. Dockerman

For Purposes of Section 4.14 Only:

HARLEQUIN ENTERPRISES LIMITED

[Signature]
Name: B.A. STEVENSON
Title: SECRETARY

NY 12/15/01

IN WITNESS WHEREOF, the Representing Sellers and the Significant Sellers, individually, and the Purchaser and the Company, by their officers thereunto duly authorized, have caused this Agreement to be executed as of the date first written above.

HARLEQUIN EDUCATION INC.

By: _____
Name:
Title:

TOM SNYDER PRODUCTIONS, INC.

By: Richard D. Abrams
Name: Richard D. Abrams
Title: President

Thomas F. P. Snyder
Thomas F. P. Snyder

Richard D. Abrams
Richard D. Abrams

Annette S. Dykema executrix
Annette S. Dykema, as Executrix of
the Will of Jere H. Dykema

David A. Dockterman
David A. Dockterman

For Purposes of Section 4.14 Only:

HARLEQUIN ENTERPRISES LIMITED

Name:
Title:

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