

03-06-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



Tab settings ⇨ ⇨ ⇨ ▼

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

1. Name of conveying party(ies): MPD
2-20-02
 Knowledgepoint

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

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

2. Name and address of receiving party(ies)
 Name: CCH Incorporated
 Internal _____
 Address: _____

Street Address: 2700 Lake Cook Road
 City: Riverwoods State: ILL Zip: 60015

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

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

Execution Date: March 9, 2000

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/887232

B. Trademark Registration No.(s) 1,834,503;
1,960,850; 2,426,255; 2,481,364; 1,864,213;
1,836,106

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Owen, Wickersham & Erickson, P.C.
 Internal Address: Erin M. Clarke, Esq.
Suite 1910

Street Address: 455 Market Street

City San Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
FEB 20 2002

(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.

Erin M. Clarke Erin M. Clarke February 1, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

03/06/2002 AQHMD1 00000002 75887232
 01 FC:481 40.00 DP
 02 FC:482 150.00 DP

TRADEMARK
 REEL: 002453 FRAME: 0843

ASSET PURCHASE AGREEMENT

DATED AS OF MARCH 9, 2000

BY AND AMONG

CCH INCORPORATED,

KNOWLEDGEPOINT

MICHAEL TROY

AND

**THE OTHER INDIVIDUALS AND ENTITIES
IDENTIFIED ON SCHEDULE I HERETO**

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of March 9, 2000, by and among CCH INCORPORATED, a Delaware corporation ("Purchaser"), KNOWLEDGEPOINT, a California corporation ("the Seller"), MICHAEL TROY, an individual residing at 504 Keokuk Street, Petaluma, California 94952 ("Mr. Troy"), and the other individuals and entities identified on Schedule I hereto (collectively, with Mr. Troy, the "Shareholders").

WHEREAS, the Seller is in the business of (i) developing, marketing, distributing, licensing, maintaining and supporting the Software Products (as defined herein), which are intended to support human resource transactions, including but not limited to, performance appraisals and drafting job descriptions and employment policies, and (ii) developing and maintaining the Web Sites (as defined below), including an Internet portal at *www.HRTools.com*, dedicated to marketing and delivering the Seller's products and selling services (collectively, the "Business");

WHEREAS, the Shareholders collectively own approximately seventy-five percent (75%) of the shares of capital stock of the Seller (on a fully diluted basis);

WHEREAS, the Seller desires to sell and Purchaser desires to purchase substantially all of the assets used and useful in the operation of the Business upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

As used in this Agreement each of the following terms shall have the following meaning:

"Accounts Receivable" means any and all amounts and other obligations owed to the Seller by reason of a sale of a good or provision of a service in the ordinary course of the Seller's conduct of the Business;

"Acquired Assets" shall mean all of the assets, properties, and rights of every kind and description of the Seller pertaining to the Business, other than the Excluded Assets, with such additions thereto or deletions therefrom as may be permitted by the terms of this Agreement, including without limitation;

- (a) all Computer Equipment and all other machinery, furniture, fixtures, equipment and other tangible personal property owned by the Seller and relating to the Business (the "Owned Tangible Property"), including without limitation that listed and described on Schedule 1.01(a) hereto and the Seller's rights under all related warranties;
- (b) all of the Seller's interest in the Leased Tangible Property, including without limitation that listed and described on Schedule 1.01(b) hereto;
- (c) all inventory of the Seller, including without limitation the items listed and described on Schedule 1.01(c) hereto (the "Inventory");
- (d) all prepaid expenses and deposits, including without limitation those listed and described on Schedule 1.01(d) hereto;
- (e) all Intellectual Property of the Seller (including without limitation the registrations and applications listed and described on Schedule 1.01(e) hereto); and all of the Seller's right, title and interest in, to and under the Licensed Intellectual Property;
- (f) all of the Seller's rights and interest in, to and under the Subsisting Contracts relating to the Business, including without limitation those listed on Schedule 1.01(f);
- (g) all customer, lead, mailing, circulation, purchaser and all other lists, accounts, books and records (including without limitation those relating to (x) the Transferred Employees, (y) the purchase of materials, supplies or services, and (z) the production and sale of products or services, including all correspondence and other files), and all other existing records of the Seller (other than records included within the Excluded Assets), and all computerized records, together with the related documentation used in connection therewith;
- (h) all claims (including but not limited to claims under the Seller's insurance policies), causes of action and choses in action of the Seller arising from or relating to the Business;
- (i) all transferable governmental approvals, authorizations, certifications, consents, variances, permissions, licenses, directives, and permits to or from, or filings, notices, or recordings to or with United States federal, provincial, state, and local governmental authorities (the "Government Authorizations"), including without limitation those listed and described on Schedule 1.01(i);
- (j) all Accounts Receivable;
- (k) all Benefit Plans set forth on Schedule 5.21, other than the Excluded Benefit Plans set forth on Schedule 2.02(b) (the "Assumed Benefit Plans"); and

“Transferred Employee” shall mean any Employee that accepts the offer of employment by Purchaser on the Closing Date.

“Web Sites” shall mean the content available at the uniform resource locators (URL) listed and described on Schedule 5.13 hereto.

ARTICLE II

PURCHASE AND SALE OF ASSETS; PURCHASE PRICE

2.01 Sale of the Acquired Assets.

(a) Subject to the terms and conditions of this Agreement, the Seller shall sell, transfer, convey, assign and deliver to Purchaser, and relinquish exclusively to Purchaser in perpetuity, the Acquired Assets at the Closing.

(b) In furtherance of this Agreement, from and after the Closing Date, Purchaser shall:

(i) receive and be entitled to exercise in full all rights and benefits of the Seller pertaining to the Acquired Assets and perform all other such acts in relation thereto as Purchaser, in its sole discretion, deems advisable; and

(ii) institute and prosecute all suits and proceedings and take all actions, in its own name or in the name of the Seller, as the case may be, as Purchaser, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Acquired Assets.

2.02 Excluded Assets. The following assets of the Seller shall not be acquired by Purchaser and shall be deemed excluded assets (the “Excluded Assets”):

(a) All cash on hand and in banks and other cash items and equivalents of the Seller (other than proceeds arising from insurance claims relating to the Acquired Assets paid to the Seller between the date hereof and the Closing Date);

(b) All of the Benefit Plans listed and described on Schedule 2.02 (b) (the “Excluded Benefit Plans”);

(c) the Seller’s corporate minute books and other books and records relating to internal corporate matters, and any other books and records not related to the Business; and

(d) Any claims, rights and interest in and to any refunds of Taxes which relate solely to the period up to and including the Closing.

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

PURCHASER:

CCH INCORPORATED

By: B. C. Lenz
Name: Bruce C. Lenz
Title: Secretary

SELLER:

KNOWLEDGEPOINT

By: _____
Name: Michael Troy
Title: President and Chief Executive Officer

SHAREHOLDERS:

MICHAEL TROY, individually

JUDITH SHUBIN TROY, individually

MICHAEL TROY, as Custodian for Dana Troy

THE PHILLIPS FAMILY TRUST

By: _____
Corley Phillips, Trustee

R. P. OLIVER COMMUNITY
PROPERTY TRUST

By: _____
Robert P. Oliver, Trustee

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

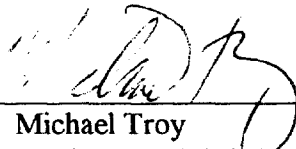
PURCHASER:

CCH INCORPORATED

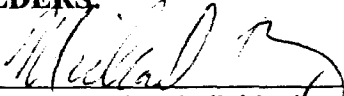
By: _____
Name: Bruce C. Lenz
Title: Secretary

SELLER:

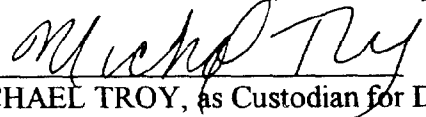
KNOWLEDGEPOINT

By:  _____
Name: Michael Troy
Title: President and Chief Executive Officer

SHAREHOLDERS:

 _____
MICHAEL TROY, individually

 _____
JUDITH SHUBIN TROY, individually

 _____
MICHAEL TROY, as Custodian for Dana Troy

THE PHILLIPS FAMILY TRUST

By: _____
Corley Phillips, Trustee

R. P. OLIVER COMMUNITY
PROPERTY TRUST

By: _____
Robert P. Oliver, Trustee

Patents					
Patent Title	Application Date	File/Patent Number	Issuance Date	Expiration Date	Status
Performance Review and Job Description System	3/18/99	09/272656	--	--	Pending

Trademarks					
Trademark Name	Application Date	File/Registration Number	Registration Date	Record Owner	Status
Policies Now	5/16/93	1,836,106	5/10/94	KnowledgePoint	Completed
Descriptions Now	5/16/93	1,834,503	5/3/94	KnowledgePoint	Completed
Performance Now	5/16/93	1,864,213	11/22/94	KnowledgePoint	Completed
Intelli-Text Designer	2/17/94	1,960,850	3/5/96	KnowledgePoint	Completed
KnowledgePoint	5/4/99	75/701349	--	KnowledgePoint	Pending
People Manager	6/1/99	75/716917	--	KnowledgePoint	Pending
KnowledgePoint Performance Impact	4/12/99	75/681136	--	KnowledgePoint	Pending
People Manager	6/1/99	75/716917	--	KnowledgePoint	Pending
Ultimate Employer	1/4/00	not issued yet	--	KnowledgePoint	Pending

All Trademarks issued by U.S. Patent and Trademark Office

Copyrights					
Title	Application Date	File/Registration Number	Registration Date	Record Owner	Status
Policies Now! V. 1.30 and V. 3.30	6/13/94	TX 3-896-475	6/20/94	KnowledgePoint	Completed
Descriptions Now! V. 2.0	6/13/94	TX 3-896-474	6/20/94	KnowledgePoint	Completed
Performance Now! V. 1.00	6/13/94	TX 3-888-607	11/22/94	KnowledgePoint	Completed
Descriptions Now! for Windows V. 3.1	7/8/96	TX 4-408-875	7/18/96	KnowledgePoint	Completed
Performance Now Enterprise Edition V. 3.0	6/25/96	TX 4-338-747	7/18/96	KnowledgePoint	Completed
Descriptions Now! V. 4.01a	6/25/99	TX 4-998-148	6/28/99	KnowledgePoint	Completed
Performance Now! V. 3.01a	6/25/99	TX 4-998-146	6/28/99	KnowledgePoint	Completed
Performance Now Enterprise Edition V. 4.02	6/25/99	TX 4-998-145	6/28/99	KnowledgePoint	Completed
Abra People Manager V. 1.0	10/28/96	TX 4-438-172	11/8/96	Abra Software (transferred to KnowledgePoint in 1999)	Completed
People Manager V. 2.0A	6/25/99	TX 4-998-147	6/28/99	KnowledgePoint	Completed
Policies Now! V. 5.03	6/25/99	TX 5-031-426	6/28/99	KnowledgePoint	Completed
Intelli-Text V. 4.0	6/25/99	TX 5-031-428	6/28/99	KnowledgePoint	Completed
JobDescription.com	6/25/99	TX 5-031-427	6/28/99	KnowledgePoint	Completed
PerformanceReview.com	6/25/99	TX 5-031-425	6/28/99	KnowledgePoint	Completed

TRADEMARK