

04-22-2002



102063200

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New 4-10-02
- 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 Effective Date  
Month Day Year  
08/31/2001
- Change of Name
- Other \_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Financial Times Energy, Inc.

08/31/2001

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware, U.S.A.

**Receiving Party**

Mark if additional names of receiving parties attached

Name The McGraw-Hill Companies, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1221 Avenue of the Americas

Address (line 2) \_\_\_\_\_

Address (line 3) New York

New York, U.S.A.

10020-1095

City State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization New York, U.S.A.

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

04/22/2002 6TON11 00000032 78053924

01 FC:481  
02 FC:482

40.00 DP  
700.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**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" value="78/053,924"/>	<input type="text" value="75/870,889"/>	<input type="text" value="76/020,556"/>	<input type="text" value="2,482,639"/>	<input type="text" value="1,311,578"/>	<input type="text" value="1,902,633"/>
<input type="text" value="78/071,359"/>	<input type="text" value="78/055,342"/>	<input type="text" value="76/020,555"/>	<input type="text" value="2,508,678"/>	<input type="text" value="1,968,372"/>	<input type="text" value="1,809,138"/>
<input type="text" value="78/071,353"/>	<input type="text" value="78/071,356"/>	<input type="text" value="75/918,294"/>	<input type="text" value="1,064,440"/>	<input type="text" value="2,000,778"/>	<input type="text" value="2,309,616"/>

**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

4/10/2002

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

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 the Assignment.)

**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)

75/918,288	<input type="text"/>	<input type="text"/>
78/069,696	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

2,420,295	1,979,047	<input type="text"/>
1,647,405	2,187,503	<input type="text"/>
2,129,101	1,583,103	<input type="text"/>
2,129,102	1,420,667	<input type="text"/>
2,129,100	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**Assignment**

Conveying Party: Financial Times Energy, Inc.  
A Delaware Corporation

Receiving Party: The McGraw-Hill Companies, Inc.  
a New York Corporation

Registration Nos.: 1,420,667; 1,064,440; 1,647,405; 1,979,047;  
2,129,100; 2,129,101; 2,129,102; 2,508,678;  
1,311,578; 1,968,372; 2,000,778; 1,902,633;  
1,809,138; 2,309,616; 2,420,295; 2,187,503;  
1,583,103; 2,482,639

Serial Nos.: 78/053,924; 78/071,359; 78/071,353; 75/870,889;  
78/055,342; 78/071,356; 76/020,556; 76/020,555;  
75/918,294; 75/918,288; 78/069,696

**CERTIFICATE OF MAILING BY EXPRESS MAIL**

U.S. Patent and Trademark Office  
Assignment Branch/Fee  
Office of Public Records  
Crystal Gateway 4, Room 335  
Washington, D.C. 20231

Sir:

The undersigned hereby certifies that the attached Trademark Recordation Form Cover Sheet, Assignment Document, check for \$740.00 and return card, relating to the above registrations, were deposited as "Express Mail," Mailing Label No. EL415725015US with the United States Postal Service, addressed to U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, D.C. 20231, on 4/10, 2002.

4/10/2002  
Date

Jane Gray  
Mailer

4/10/2002  
Date

Kristine M. Miller  
Kristine M. Miller, Esq.  
HOLLAND & HART  
555 Seventeenth Street, Suite 3200  
Denver, Colorado 80202  
(303) 473-2726

STOCK PURCHASE AGREEMENT dated as of August 31, 2001 (herein, together with the Schedules and Exhibits attached hereto, referred to as the "Agreement") between THE MCGRAW-HILL COMPANIES, INC., a New York corporation ("Buyer"), and PEARSON LONGMAN, INC., a Delaware corporation ("Seller").

WITNESSETH

A. WHEREAS, Seller is the beneficial and record holder of all of the shares of capital stock ("Shares") of FINANCIAL TIMES ENERGY, INC., a Delaware corporation ("Company"); and

B. WHEREAS, the Company engages in the business of the production and supply of global energy industry information and publications including, without limitation, the Core Products, defined below, whether in paper or electronic form (including print and e-mail newsletters, management studies and associated Web sites) and consulting services, conferences, studies and other services in respect of the energy industries (such business, as carried on by the Company, the "Company Business");

C. WHEREAS, the "Core Products" means the newsletters, databases, subscription services and management studies listed in Schedule 1;

D. WHEREAS, concurrently with the execution of this Agreement, McGraw-Hill International (U.K.) Limited ("McGraw-Hill U.K.") and Financial Times Business Limited ("FTBL") are entering into an Asset Purchase Agreement (the "Asset Purchase Agreement") whereby the assets of FTBL related to the business described in Recital B above, as further specified in the Asset Purchase Agreement (the "Business Assets"), shall be, upon the consummation of the transactions therein, transferred to McGraw-Hill U.K.;

E. WHEREAS, the Company Business and the Business Assets together constitute the "Business" and shall be defined as such herein; and

F. WHEREAS, Seller wishes to sell and Buyer wishes to purchase the Shares upon the terms of this Agreement;

NOW, THEREFORE, in reliance upon the representations and warranties made herein and in consideration of the mutual agreements herein contained, the parties agree as follows:

ARTICLE 1.  
SALE AND PURCHASE OF SHARES

1.1 Sale of Shares. At the Closing provided for in Section 2.1, Seller shall sell the Shares to Buyer and Buyer shall purchase the Shares for the purchase price provided in Section 1.2.

1.2 Purchase Price and Payment for Shares.

the close of business on August 31, 2001. For all other purposes (including Articles 3 through 10, except 5A), the Closing and Closing Date shall mean September 4, 2001 (or, if the consummation of the Closing shall occur on another date, the date on which the consummation of the Closing occurs), or such other date as may be agreed upon by Buyer and Seller. As used herein, "Funding Date" means September 4, 2001 (or, if the consummation of the Closing shall occur on another date, the date on which the consummation of the Closing occurs), or such other date as may be agreed upon by Buyer and Seller. This Section is intended to place the parties in the same economic position they would have been in had the Closing occurred at the close of business August 31, 2001.

2.2 Termination. This Agreement may be terminated in writing at any time prior to the Funding Date:

(a) without liability on the part of any party hereto (unless occasioned by reason of a breach by any party hereto of any of its representations, warranties or obligations hereunder) by mutual consent of Buyer and Seller;

(b) without liability on the part of any party hereto (unless occasioned by reason of a breach by any party hereto of any of its representations, warranties or obligations hereunder) by either Buyer or Seller, if the Funding Date shall not have occurred on or before September 5, 2001 (or such later date as may be agreed upon in writing by the parties hereto);

(c) by Buyer, if Seller shall breach any of its representations, warranties or obligations hereunder and such breach shall not have been cured or waived and Seller shall not have provided reasonable assurance that such breach will be cured on or before the Funding Date; or

(d) by Seller, if Buyer shall breach any of its representations, warranties or obligations hereunder and such breach shall not have been cured or waived and Buyer shall not have provided reasonable assurance that such breach will be cured on or before the Funding Date.

### ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that, except as otherwise disclosed in the Disclosure Letter attached as Exhibit A:

3.1 Corporate Organization and Authority of Seller. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all corporate power and authority to carry on its business as now being conducted and to own its properties. Seller has heretofore delivered to Buyer complete and correct copies of its certificate of incorporation and by-laws, as currently in effect. Seller has full corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. Each of Seller affiliates executing agreements relating to this Agreement upon the execution hereof (collectively, "Additional Agreements") and/or which will be executing agreements relating to this Agreement at Closing (collectively, the "Closing Date Agreements") has full corporate

loss of such qualification or exemption or the imposition of any liability, penalty or tax under ERISA or the Code. With respect to any Company Plan, neither the Seller nor the Company has incurred any liability under, arising out of, or by operation of Title IV of ERISA (other than liability for premiums to the Pension Benefit Guaranty Corporation arising in the ordinary course), including, without limitation, any liability in connection with (i) the termination or reorganization of any plan subject to Title IV or ERISA or (ii) any withdrawal from a Multiemployer Plan or Multiple Employer Plan and, to the best knowledge of the Seller, no fact or event exists that is likely to give rise to any such liability.

(g) There are no pending actions, claims or lawsuits which have been asserted or instituted against the Company Plans, the assets of any of the trusts under such plans or the plan sponsor or the plan administrator, or against any fiduciary of the Company Plans with respect to the operation of such plans (other than routine benefit claims), which could result in liability to the Company or Buyer, nor does the Seller have knowledge of facts which could form the basis for any such claim or lawsuit.

(h) Except as described in the Disclosure Letter, none of the Company Plans provide for post-employment life or health insurance, benefits or coverage for any participant or any beneficiary of a participant, except as may be required under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") and at the expense of the participant or the participant's beneficiary. The Company has complied in all material respects with the notice and continuation requirements of Section 4980B of the Code, COBRA, Part 6 of Subtitle B of Title I of ERISA and the regulations thereunder, with respect to any "group health plan" within the meaning of Section 5000(b)(1) of the Code.

(i) Except as described in this Agreement, neither the execution and delivery of this Agreement (including, without limitation, any severance, separation, retention or similar-type payment) nor the consummation of the transactions contemplated hereby (either alone or in combination with any other event) will (i) result in any payment becoming due to any Company Employee or Former Employee, (ii) increase any benefits otherwise payable under any Company Plan, (iii) result in the acceleration of the time of payment, vesting, or rate of accrual of any such benefits under any such plan, or (iv) result in the failure of any amount payable under any Company Plan to be deductible for federal income tax purposes by virtue of Section 280G or 162(m) of the Code.

### 3.14 Intellectual Property.

(a) The Company owns or has or before the Closing Date will own or have the right to use, in each case as and to the extent used in the Company Business on the date of this Agreement and on the Closing Date, all Intellectual Property (defined below) that is material to the operation of the Company Business as operated by the Company on the date of this Agreement and on the Closing Date ("Owned Intellectual Property" or "Licensed Intellectual Property", as applicable), free and clear of liens. "Intellectual Property" means (a) trademarks, service marks, trade dress, logos, trade names, corporate names, other source identifiers (whether or not registered) and domain names including all common law rights and all goodwill associated therewith, and registrations and applications for registration thereof, all rights provided by

international treaties or conventions with respect to the foregoing, and all reissues, extensions and renewals of any of the foregoing, (b) copyrightable works, copyrights (whether or not registered), and registrations and applications for registration thereof, and all rights provided by international treaties or conventions with respect to the foregoing, (c) confidential and proprietary information, including technology, trade secrets, ideas, know-how, formulas, customer and supplier lists, pricing and cost information and business and marketing plans and proposals, (d) computer software (including source code, data and related documentation) and (e) all other proprietary rights in any and all media. The Company owns no patents or patent applications and has no patent licenses. All of the material titles currently published by the Company in connection with the Company Business are set forth in Schedule 1. All material registered trademarks of the Company Business are set forth in Section 3.14(a)(2) of the Disclosure Letter. Subject to the terms of any license agreement, the Owned Intellectual Property and the Licensed Intellectual Property collectively constitute all of the Intellectual Property material to the continued operation of the Company Business as conducted by the Company on the date of this Agreement and on the Closing Date.

(b) Except as limited by subsection (e) of this Section regarding patent claims or potential patent claims unknown to the Seller, the Owned Intellectual Property and the Company's use of the Licensed Intellectual Property does not infringe upon the Intellectual Property rights of any third party in any material respect. To the Seller's best knowledge, no written claim has been asserted to the Seller which is currently pending that the Company's use of such Owned Intellectual Property and/or Licensed Intellectual Property in a manner consistent with the Company's past practice does or may infringe upon the Intellectual Property rights of any third party.

(c) To the knowledge of the Seller, no Person is engaging in any activity that infringes in any material respect upon either the Owned Intellectual Property or the Company's use of the Licensed Intellectual Property. Except as would not, individually or in the aggregate, have a Material Adverse Effect, the consummation of the transactions contemplated by this Agreement will not result in the termination or impairment of any of the Owned Intellectual Property or the Company's use of the Licensed Intellectual Property.

(d) Contained in the Disclosed Documents are all material contracts by the Company under which Owned Intellectual Property has been licensed or rights thereunder granted to any party (the "Licensor Agreements"). Also contained in the Disclosed Documents are all licenses to which the Company is a party relating to the Company's rights in and/or sublicenses of Licensed Intellectual Property. None of the Seller, the Company or any of their affiliates is in material breach of, or material default under, any material term of any Licensor Agreement or any license or sublicense of the Licensed Intellectual Property and, to Seller's best knowledge, no other party to any such Licensor Agreement or license or sublicense of the Licensed Intellectual Property is in material breach thereof or material default thereunder, except in any such case as would not, individually or in the aggregate, have a Material Adverse Effect.

(e) To Seller's best knowledge, the Company Business does not infringe any patents of third Persons and the Company's products are not defamatory.



(f) The provisions in this section are subject to the terms of Section 5.9 below.

3.15 Accounts Receivable. The accounts receivable appearing on the Reference Statement and all accounts receivable created since that date through the Closing Date represent and will represent valid obligations owing to the Company and to Seller's best knowledge are fully collectible by the Company, subject to the allowance for doubtful accounts reflected in the Reference Statement and the Final Adjustment Statement.

3.16 No Material Change. Since June 30, 2001, there has been no material adverse change in the financial condition, assets, liabilities (contingent or otherwise), results of operations, business or business prospects of the Company considered as a whole.

3.17 Absence of Change or Event. Except as set forth in Section 3.17 of the Disclosure Letter, since June 30, 2001, the Company has conducted its businesses only in the ordinary course consistent with past practices and has not:

(a) when considered as a whole, incurred any obligation or liability, absolute, accrued, contingent or otherwise, whether due or to become due, in excess of \$50,000 in the aggregate, except liabilities or obligations incurred in the ordinary course of business and consistent with prior practice;

(b) mortgaged, pledged or subjected to any other Encumbrance any of the property, businesses or assets, tangible or intangible, of the Company;

(c) sold, transferred, leased to others or otherwise disposed of any of its assets (or committed to do any of the foregoing), including the payment of any loans owed to any affiliate (including Seller), except in the ordinary course of business and consistent with prior practice, or canceled, waived, released or otherwise compromised any debt or claim, or any right of significant value, except in the ordinary course of business and consistent with prior practice and for a consideration equal to the fair value thereof;

(d) suffered any damage, destruction or loss (whether or not covered by insurance) which has had or could have a Material Adverse Effect on the Company considered as a whole;

(e) made or committed to make any capital expenditures or capital additions or betterments of an aggregate of \$250,000;

(f) encountered any labor union organizing activity or had any actual or threatened employee strikes, work stoppages, slow-downs or lock-outs;

(g) instituted or settled any litigation, action or proceeding before any court, governmental body or arbitration tribunal relating to it or its property;

(h) declared or paid any dividend or made any other payment or distribution in respect of its capital stock, or directly or indirectly redeemed, purchased or otherwise acquired any of its capital stock;

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

THE MCGRAW-HILL COMPANIES, INC.

By: 

Name: H. Bruce Ryno

Title: Sr. Vice President Finance & Planning  
Information & Media Services

PEARSON LONGMAN, INC.

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

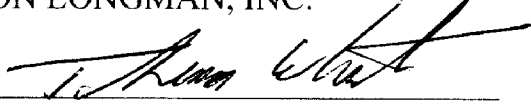
THE MCGRAW-HILL COMPANIES, INC.

By: \_\_\_\_\_

Name:

Title:

PEARSON LONGMAN, INC.

By:  \_\_\_\_\_

Name: THOMAS W. HARTON

Title: V. PRES.

Vision:

Vision Service Plan  
VSP  
P.O. Box 60000  
San Francisco, California 94160-3203

Dental:

The Guardian Life Insurance Company of America  
7 Hanover Square  
New York, NY 10004

Life, AD&D, LTD, STD:

Unum Provident Corporation  
P.O. Box 2702  
Memphis, Tennessee 98101-2702

See Schedule 3.13 for the policies and contracts applicable to the foregoing insurance policies.

**Section 3.14 Intellectual Property**

The Company uses the trade name UMA Online and such name has not been registered.

*REGISTERED MARKS*

BASECASE  
Coal & Synfuels Technology  
Coal Outlook  
COALdat  
CURRENT COMPETITION  
E (STYLIZED)  
E NEWS  
E SOURCE  
ENERGY INSIGHT  
ENERGY STRATEGIES  
GAS DAILY  
MEGAWATT DAILY  
MEGAWATT MARKETS  
MEGAWATT WEEK  
POWER MART  
POWERdat

*PENDING APPLICATIONS*

BASECASE

ENERGY MARKET EDGE  
GASdat  
MARKETdat  
MARKETmap  
NEWGEN  
RDI  
TELCOmap  
THE POWER QUALITY GROUP  
THE PQ GROUP  
ENERNET (Section 8 declaration disallowed; appeal pending.)

**Section 3.17 Absence of Change or Event**

Effective August 1, 2001, when the Company renewed its medical insurance benefits for employees, the Company increased the Loss Limit under the Company's partially self-funded medical plans to \$60,000 annually for one Company employee, \$50,000 for two Company employees, and \$35,000 for all other Company employees. See Schedule 3.13 for references to the applicable documents.

**Section 3.18 Compliance With Law**

See Tab 347 of Volume 14 of the Supplemental Due Diligence Documents in the Disclosed Documents for Permits of the business of the Company.

See Section 3.9 above pertaining to the 3333 Walnut location.

**Section 3.19 Contracts and Commitments**

See the Disclosed Documents for the Company's contracts and commitments.

3.19(ii): No contract to which the Company is a party is of a value which requires expenditure by the Company in excess of US\$250,000 (in the aggregate), except as follows: