

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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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):

Ross-Cooper-Lund, Inc.

- Individual(s)
- General Partnership
- Corporation-State of New Jersey
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: RCL Acquisition Corp.

Internal Address: _____

Street Address: Glenpointe Centre East

City: Teaneck State: NJ ZIP: 07666

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

Execution Date: March 4, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,678,783

1,757,176

Additional numbers attached? Yes No

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

Name: _____

Internal Address: Lucas & Just

Street Address: 60 East 42nd Street

City: New York State: NY ZIP: 10165

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65

- Enclosed
- Authorized to charge any fee due or credit any overpayment to deposit account

8. Deposit account number:

05-1675

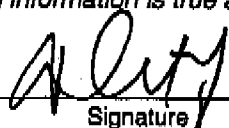
(Attach duplicate copy of this page if paying by deposit account)

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.

David L. Just
Name of Person Signing


Signature

Sept. 10, 2002
Date

Total number of pages including cover sheet, attachments, and document: **9**

ASSET PURCHASE AGREEMENT

by and among

ROSS-COOPER-LUND, INC.,
the Seller,

DAVID A. ROSS,
RICHARD S. LUND,
the Stockholders,

RCL ACQUISITION CORP.,
the Buyer,

and

NFO WORLDWIDE, INC.

As of March 4, 1998

ASSET PURCHASE AGREEMENT

AGREEMENT, dated as of March 4, 1998, by and among ROSS-COOPER-LUND, INC., a New Jersey corporation (the "Seller"), DAVID A. ROSS ("Ross"), RICHARD S. LUND ("Lund" and, together with Ross, the "Stockholders"), NFO WORLDWIDE, INC., a Delaware corporation ("NFO"), and RCL ACQUISITION CORP., a Delaware corporation and wholly-owned indirect subsidiary of NFO (the "Buyer").

The Buyer is a wholly-owned indirect subsidiary of NFO. The Buyer wishes to purchase from the Seller, and the Seller wishes to sell to the Buyer, substantially all of the assets, properties, rights and business of the Seller, subject to certain liabilities, upon the terms and conditions of this Agreement.

Accordingly, the parties agree as follows:

1. SALE OF ASSETS.

1.1 Assets to be Sold. Except as otherwise provided in Section 1.2, at the Closing (as defined in Section 4), the Seller shall sell, assign, transfer and deliver to the Buyer all of the assets, properties, rights and business of the Seller of every type and description, real, personal or mixed, tangible or intangible, wherever located and whether or not reflected on the books and records of the Seller (all of such assets, properties, rights and business being hereinafter sometimes collectively called the "Purchased Assets"), including, without limitation:

(i) those assets, properties and rights reflected on the Balance Sheet (as defined in Section 5.5) (subject to changes therein through the Closing Date (as defined in Section 4)) or otherwise referred to in this Agreement or any Schedule hereto, and all other assets,

properties and rights acquired by the Seller from the Balance Sheet Date (as defined in Section 5.5) through the Closing Date;

(ii) all customer, mailing and subscription lists;

(iii) all trade accounts receivable, inventory and prepaid expenses;

(iv) all intellectual property, including, without limitation (a) patents and patent applications (including divisions, continuations, continuations in part, substitutions or reissues thereof, whether or not patents are issued on such applications and whether or not such applications are modified, withdrawn or resubmitted), inventions (whether or not patentable and whether or not reduced to practice), invention disclosures and improvements thereto, designs and plans, (b) trademarks, service marks, trade dress, trade names, brand names, logos, corporate names and registrations and applications for registration thereof, (c) copyright registrations and applications for registration thereof, (d) mask works and registrations and applications for registration thereof, (e) to the extent transferable, computer software, computer programs, source code data and documentation, (f) user manuals, administrator or director guides, flow charts and programmers' notes relating to computer software and programs developed by or on behalf of the Seller, (g) trade secrets, processes, procedures, manufacturing and marketing formulae and know how, (h) any other similar intellectual property rights, and (i) any other information concerning the Seller that is not generally available to the public and which is treated as confidential or proprietary by the Seller (collectively, the "Intellectual Property");

(v) all current and historical databases compiled and all research records, test information and market surveys related thereto;

(vi) all facilities, computers, machinery, equipment, furniture, furnishings, leasehold improvements, fixtures, vehicles, structures, any related capitalized items and any other tangible property owned by the Seller (collectively, the "Tangible Property");

(vii) all of the Seller's right, title and interest in and claims under all contracts and other agreements (as defined in Section 13.1), including, without limitation, the MarketMind License Agreement, dated January 28, 1995 (the "MarketMind Agreement"), between MarketMind Technologies Pty Ltd. and the Seller;

(viii) all unliquidated rights under any manufacturer or vendor warranties;

(ix) all of the permits, licenses, franchises, registrations, certificates, consents, approvals and authorizations by governmental or regulatory bodies;

(x) the books and records of the Seller relating to the Purchased Assets;

(xi) the goodwill of the Seller; and

(xii) all other assets, properties, rights and business of every kind and nature owned or held by the Seller, or in which the Seller has an interest, on the Closing Date, known or unknown, fixed or unfixd, choate or inchoate, accrued, absolute, contingent or otherwise, whether or not specifically referred to in this Agreement.

In confirmation of the foregoing sale, assignment and transfer, the Seller shall execute and deliver to the Buyer at the Closing a Bill of Sale, Assignment and Assumption Agreement substantially in the form of Exhibit A.

1.2 Excluded Assets. Anything in Section 1.1 to the contrary notwithstanding, the Purchased Assets shall not include:

- (i) any item set forth on Schedule 1.2;
- (ii) all rights and claims to refunds or credits in respect of any Taxes (as defined in Section 5.12);
- (iii) cash and Cash Equivalents in excess of the amount required to be delivered to the Buyer by the Seller pursuant to Section 5.27 hereof;
- (iv) the articles of incorporation and by-laws of the Seller, tax returns, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of the Seller as a corporation; and
- (v) any of the rights of the Seller under and pursuant to this Agreement and the transactions contemplated hereby.

2. ASSUMPTION OF LIABILITIES.

2.1 Liabilities Assumed by the Buyer. In partial payment of the Purchase Price (as defined in Section 3.1), the Buyer shall assume, as of the Closing Date, the following liabilities and obligations of the Seller to the extent existing on the Closing Date:

- (i) all liabilities of the Seller reflected on the Balance Sheet;
- (ii) all liabilities and obligations under contracts and other agreements to which the Seller is a party or by or to which it or its assets, properties or rights are bound or subject and which are reflected in Schedules 5.12, 5.15, 5.17 and 5.22;
- (iii) all liabilities and obligations under, relating to, or with respect to, any Benefit Plan (as defined in Section 5.13), but only to the extent provided in Section 7.8; and

with any customer or any group of customers whose use of its services are individually or in the aggregate material to the business of the Seller, or with any material supplier.

5.16 Intangible Property.

(a) Schedule 5.16 sets forth a complete and accurate list of all Intellectual Property owned, used or licensed to or by the Seller.

(b) Except for those items set forth on Schedule 5.16, no Intellectual Property is necessary to the conduct of the business of the Seller as it is currently conducted or is otherwise related to the business of the Seller.

(c) Each of the items listed on Schedule 5.16 is owned or licensed by the Seller, free and clear of any and all Liens, whether written, oral or implied in fact or law.

(d) None of the Intellectual Property used by the Seller is the subject of any claim for infringement of any trademark, trade name, trade secret, copyright, or other proprietary right of anyone and, to the best knowledge of the Seller and each Stockholder, no basis for any such claim which has a reasonable likelihood of being determined adversely to the Seller exists. The Seller has not agreed to indemnify any person against any charge of interference, infringement, misappropriation or other conflict with respect to any Intellectual Property.

(e) The Seller is not making use of any confidential information or trade secret of any Person that is material to the conduct of the business of the Seller as currently conducted, except with permission or as a result of the acquisition by the Seller of the business of such Person.

(f) Except as noted on Schedule 5.16, the Intellectual Property is (i) owned by the Seller free and clear of all Liens; or (ii) licensed to the Seller under an agreement which (A) permits the Buyer and its sublicensees to use the Intellectual Property without further payment to any party, (B) does not prohibit the Buyer from sublicensing the Intellectual Property to third parties and (C) permits the Seller to enter into and perform this Agreement.

(g) Each item of Intellectual Property owned or used by the Seller immediately prior to the Closing hereunder will be owned or available for use by the Buyer on identical terms and conditions immediately subsequent to the Closing hereunder.

(h) To the knowledge of the Seller and each Stockholder, none of the Intellectual Property, the value of which is contingent upon maintenance of confidentiality thereof, has been disclosed to any person other than employees, representatives and agents of the Seller, except as required pursuant to the filing of a patent application by the Seller.

5.17 Accounts Receivable; Accounts Payable.

(a) All accounts receivable reflected on the Balance Sheet, and all accounts receivable arising subsequent to the Balance Sheet Date, have arisen in the ordinary course of business, and, to the best knowledge of the Seller and each Stockholder, represent valid obligations and are enforceable, subject to applicable laws affecting creditors' rights generally. All items which are required by GAAP to be reflected as accounts receivable on the Balance Sheet and on the books of the Seller are so reflected and any reserve accounts relating thereto have been established in accordance with GAAP applied in a manner consistent with past practices of the Seller. The amounts set forth on the Balance Sheet as

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Schedule 5.16

INTANGIBLE PROPERTY

1. U.S. Trademark # 1678783 **Cobra**
2. U.S. Trademark # 1757176 **Able**
3. U.S. Trademark # 1936845 **Moniker**

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