

12-16-2002

FORM PTO-1594 U.S. DEPARTMENT
(Rev. 6-93) RECORDATION FORM COVER
OMB No. 0651-0011 (exp. 4/94) **TRADEMARKS**



102312287

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

1. Name of conveying party:
American Journal of Nursing Company *12-10-02*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other:

Additional name(s) of conveying party(ies) attached? YES NO

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
 Execution Date: August 25, 1996

2. Name and address of receiving parties:
 Name: Lippincott-Raven Publishers, Inc.
 Street Address: 227 East Washington Square
 City: Philadelphia
 State: Pennsylvania ZIP: 19106
 Corporation-State: Delaware

Name: Lippincott-Raven Medical, Ltd.
 Street Address: 300 Delaware Avenue, Suite 1704
 City: Wilmington
 State: Delaware ZIP: 19801
 Corporation -State: Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: YES NO
 (Designation must be a separate document from Assignment)
 Additional name(s) & address attached? YES NO

4. Application number(s) or registration number(s):
 Trademark Registration Nos. 938,877; 1,274,174; 589,577; 1,208,316; 1,445,119; 163,683; 1,301,607; 1,248,932; and 1,475,381

Additional numbers attached? YES NO

5. Name and address of party to whom correspondence concerning documents should be mailed:
 Name: Laura Genovese Miller
 Internal Address:
 Cozen O'Connor, P.C.
 1900 Market Street
 Philadelphia, PA 19103

6. Total number of applications and registrations involved:
9

7. Total fee (37 CFR 3.41):.....\$240
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-1275
 (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.

Laura Genovese Miller *Laura Genovese Miller* 12/4/02
 Name of Person Signing Signature Date
 Total number of pages including cover sheet, attachments, and document: 10

Do not detach this portion
 Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded including time for reviewing document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget Paperwork Reduction Project. (0651-0011).

RECEIVED
 FINANCE SECTION
 NOV 15 10 06 AM '02
 908 MAR 1 2002
 RECEIVED
 RECORDS SECTION
 NOV 15 10 06 AM '02

930077

12/13/2002 UNFILED BY 000000114 501275

01 FC:6521 \$0.00 CH
02 FC:6522 \$0.00 CH

ASSET PURCHASE AGREEMENT

by and among

LIPPINCOTT-RAVEN PUBLISHERS, INC.,

LIPPINCOTT-RAVEN MEDICAL, LTD.,

**AMERICAN JOURNAL OF NURSING COMPANY,
a Delaware corporation,**

and

THE AMERICAN NURSES ASSOCIATION

August 25, 1996

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of August 25, 1996, by and among LIPPINCOTT-RAVEN PUBLISHERS, INC., a Delaware corporation having its principal place of business at 227 East Washington Square, Philadelphia, PA 19106 ("Publisher"), LIPPINCOTT-RAVEN MEDICAL, LTD., a Delaware corporation having its principal place of business at 300 Delaware Avenue, Suite 1704, Wilmington, DE 19801 ("Medical") ("Publisher" and "Medical" hereinafter collectively referred to as "Purchaser"), the AMERICAN JOURNAL OF NURSING COMPANY, a Delaware corporation having its principal place of business at 555 West 57th St., New York, NY 10019-2961 ("Seller"), and the AMERICAN NURSES ASSOCIATION, a District of Columbia non-profit corporation having its principal place of business at 600 Maryland Avenue, S.W., Suite 100 West, Washington, D.C. 20024-2571 ("ANA").

WHEREAS, Seller owns and publishes the American Journal of Nursing ("AJN") and various other publications; and

WHEREAS, ANA is a non-profit membership-based professional association, consisting of fifty-three constituent members that are composed of individual registered nurses, that publishes books, newsletters, pamphlets, and other information on, among other things, professional, workplace, and educational matters relating to nursing, nursing practice standards, and a nursing code of ethics and that, among other things, is the sole member of Seller, a non-stock membership corporation; and

WHEREAS, Purchaser desires to strengthen and expand its overall position and publishing presence in the field of nursing information; and

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, Seller desires to sell, and Purchaser desires to acquire, all of the publishing and multi-media assets and business of Seller, all as more fully described below;

NOW, THEREFORE, in consideration of the foregoing and of the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE I
PURCHASE AND SALE OF ASSETS;
PURCHASE PRICE; AGREEMENTS**

Section 1.1. Sale and Transfer of Assets. At the Closing, Seller shall sell, transfer, convey, and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, all of Seller's right, title and interest in and to the assets owned by Seller described in this Section 1.1 and Seller's business, as a going concern (the "Business"), wherever located (collectively, the "Assets"), free and clear of all liabilities (other than those described in clauses (a) through (c) of Section 1.3 hereof), obligations, restrictions, pledges, security interests, liens, contractual commitments, claims, defenses, setoffs, equities, encumbrances or charges of any kind or character (collectively, "Encumbrances") and of all rights, titles and interests of others. The Assets are:

(a) all of Seller's rights to prepare, publish, sell and distribute the AJN and all other journals, newsletters, books, special reports, manuals, quarterly reports, and other

Handwritten initials:
JH
gm
JH

publications, now or previously published by Seller in print, electronic or other format, including without limitation those titles listed on Schedule 1.1(a) – all publications described in this subsection (a) are hereafter referred to as the "Publications" – and any and all materials published in print, electronic or other format in connection with the Publications, together with the goodwill related thereto;

(b) all of Seller's inventory of back and current editions of the Publications and of all materials published in connection with the Publications, including without limitation those items listed on Schedule 1.1(b), and all binders, work in progress, manuscripts, promotional materials, artwork and forms, for the Publications and the materials published in connection with the Publications (the "Inventory");

(c) all current customer, subscription and mailing lists, and all past customer, subscription and mailing lists that Seller has available, for each Publication and for each of the materials published in connection with the Publications; all name, address, telephone number, demographic and other information included on such lists; all databases containing such lists; and all written or computerized research concerning the circulation of each Publication and of each of the materials published in connection with the Publications;

(d) all instruments of title to, and Seller's evidence of ownership of, all the Assets, and all of Seller's files, correspondence, books and records used or held for use with respect to any of the Publications or the Business, including without limitation promotional, survey, sales, customer, and editorial files and records; provided, however, that Seller's general corporate records shall not be subject to this paragraph (d), but Seller shall make such general corporate records available for copying by Purchaser to

*see HLL
on*

the extent Purchaser shall need or desire such copies for tax purposes or for any other purpose relating to government regulation or legal matters;

(e) all of Seller's right, title and interest in and to any and all computer programs, software and databases containing or used in connection with all or any portion of any of the Publications, the Inventory or other Assets, including without limitation nursing information and advertising databases;

(f) all registered and unregistered copyrights and copyright applications to any of, or to anything in, the Publications or any of the materials published in connection with the Publications; the names of the Publications and of the materials published in connection with the Publications; and all registered and unregistered trademarks and trademark applications, tradenames, service marks, corporate name, licenses, approvals, labels, logos, and other trade rights, whether or not registered, that are used or held for use in connection with any of the Publications or the Business, including without limitation those listed on Schedule 1.1(f), (collectively, the "Intellectual Property");

(g) all goodwill of the Business;

(h) all of Seller's right, title and interest in and to the contracts, proposals, leases (including Seller's Lease of premises at 555 West 57th Street in New York City (the "Facility")), barter agreements, agreements or covenants not to compete, courses of dealing, understandings, and other agreements which are used in, related to, or necessary for the conduct of, the Business, as listed on Schedule 1.1(h), other than those marked with an asterisk;

(i) all of Seller's tangible assets, owned or leased by Seller and used or held for use in connection with the Business, including the Historical Assets, the Furniture,

*BS
Hed
on*

Lease. The term "Lease" shall mean the lease currently held by Seller upon its business premises at 555 West 57th Street, New York, NY.

Person. The term "Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, joint stock company, government or any agency or political subdivision thereof or other entity and shall include any successor (by merger or otherwise) of any such entity.

Regular Members. The term "Regular Members" shall mean all current individual members of constituent members of ANA and all future individual members of constituent members of ANA other than those whose privileges of membership are substantially less than the privileges of membership enjoyed by the current individual members of constituent members of ANA on the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and set their hands and seals on this Agreement as of the date first above written.

LIPPINCOTT-RAVEN PUBLISHERS, INC.

ATTEST:

B. C. L.
Secretary

[Corporate seal]

By: J. Lippincott
Name: Joseph W. Lippincott
Title: President

LIPPINCOTT-RAVEN MEDICAL, LTD.

ATTEST:

Walter C. Lundy
~~Secretary~~ Witness

~~[Corporate seal]~~

By: B. C. L.
Name: Bruce C. Lundy
Title: President

Handwritten initials:
TCL
WCL
Gm
BCL

AMERICAN JOURNAL OF NURSING COMPANY

ATTEST:

Thomas Harwood
Secretary

[Corporate seal]

By: Howard C. Clute
Name: Howard C. Clute, B.S., C.R.N.
Title: President & CEO

AMERICAN NURSES ASSOCIATION

ATTEST:

Patricia G. Underwood
Secretary

By: Geraldine Marullo
Name: Geraldine Marullo
Title: Executive Director

Handwritten initials and marks:
JL
AKC
gm
B

Schedule 1

Intellectual Property

1. Unregistered Trademarks

- a. "AJN" is not registered for services (i.e., conventions) or for all multi-media products, it is only registered for publications.
- b. "AJN Target" - software program with Radnor-Wallace.
- c. "The CE Game" - software program/game format.

2. Registered Trademarks

See attached list

3. Unregistered Copyrights

- a. Copyrights in the Name of the American Journal of Nursing Company for *American Journal of Nursing* -- Volumes 1 - 12
- b. Copyrights in the works written and submitted for publication in the *American Journal of Nursing* (see attached list)
- c. Copyrights for products listed in *American Journal of Nursing's* Multi-Media Catalog 1996 (see attached list)

3. Registered Copyrights

See attached list

4. Applied for/Pending Applications (Applications attached)

American Journal of Nursing

Vol. 96 Nos. 1-8	January-August 1996
Vol. 95 Nos. 1-12	January-December 1995
Vol. 94 Nos. 1-12	January-December 1994
Vol. 93 Nos. 1-12	January-December 1993
Vol. 92 Nos. 1-12	January-December 1992
Vol. 91 Nos. 1-12	January-December 1991

LM 00001

WCC