

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Mimosa Publications Pty Limited

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Stock purchase agreement
- Merger
- Change of Name

Execution Date: 6/22/2000

2. Name and address of receiving party(ies)

Name: The McGraw-Hill Companies, Inc.

Internal

Address: _____

Street Address: 1221 Avenue of the Americas

City: New York State: NY Zip: 10020

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1551890,
2233375 , 2005704

Additional number(s) attached Yes No

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

Name: Ava K. Doppelt, Esquire

Internal Address: Allen, Dyer Doppelt, Milbrath & Gilchrist, P.A.

Street Address: 255 South Orange Avenue
Suite 1401

City: Orlando State: FL Zip: 32801

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

010484

DO NOT USE THIS SPACE

9. Signature.

Ava K. Doppelt
Name of Person Signing


Signature

5/8/03
Date

Total number of pages including cover sheet, attachments, and document: 11

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

CONTINUATION

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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):

Shortland Publications Limited

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

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

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B. Trademark Registration No.(s) _____

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Internal Address: Allen, Dyer Doppelt, Milbrath

& Gilchrist, P.A.

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Suite 1401

City: Orlando State: FL Zip: 32801

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9. Signature.

Ava K. Doppelt

Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

STOCK PURCHASE AGREEMENT

BETWEEN

THE MCGRAW-HILL COMPANIES, INC.

AND

TRIBUNE COMPANY

Dated as of June 22, 2000

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of June 22, 2000, among Tribune Company, a Delaware corporation ("Seller"), and The McGraw-Hill Companies, Inc., a New York corporation ("Buyer").

WHEREAS, Seller is the owner of all of the issued and outstanding shares of capital stock of Tribune Education Company, a Delaware corporation ("TEC"), and Landoll, Inc., an Ohio corporation ("Landoll") (TEC and Landoll being referred to herein collectively as the "Companies" and individually as a "Company");

WHEREAS, TEC, individually and through the Subsidiaries (as defined below), and Landoll are collectively engaged in the business of developing, publishing, marketing, distributing and selling core and supplemental education and consumer products and providing educational training and workshops and related services (the "Business"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the capital stock of the Companies, all on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed between Seller and Buyer as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms. Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement.

"Affected Employees" has the meaning specified in Section 8.2(a).

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Person. For purposes of this definition, "control" shall mean, when used with respect to any Person, the power to direct the management and policies of such person, directly or indirectly, through the ownership of voting securities, by contract or otherwise.

"Agreed Accounting Principles" means GAAP; provided that with respect to any matter as to which there is more than one generally accepted accounting principle, Agreed Accounting Principles means the generally accepted accounting principles applied in the preparation of the Financial Statement included in Schedule 5.5.

“Foreign Plan” means any benefit plan of the type that would meet the definition of Welfare Plan or Pension Plan but that is subject to or governed by the laws of any jurisdiction other than the United States.

“GAAP” means United States generally accepted accounting principles, consistently applied, in effect at the date of the financial statement to which it refers.

“Governmental Body” means any domestic or foreign, federal, state or local government, court of competent jurisdiction, administrative agency or commission or other governmental authority, instrumentality or regulatory body.

“Governmental Permits” has the meaning specified in Section 5.8.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Indemnified Party” has the meaning specified in Section 11.4(a).

“Indemnitor” has the meaning specified in Section 11.4(a).

“Intellectual Property” means United States and foreign patents, pending patent applications, continuations (in whole or in part), divisions, reissues, disclosures, inventions (whether patentable or not) and improvements, registered mask works and pending mask work registrations, trademark and service mark registrations, pending trademark and service mark applications, unregistered trademarks and service marks, trade names, domain names, trade dress, logos, copyright registrations, pending copyright applications and unregistered copyrights, rights under copyright, renewal rights, extensions and, in each case, all goodwill associated therewith, and technology and software, trade secrets, confidential information, proprietary information and all other proprietary and intellectual property rights in any and all media.

“Knowledge of Buyer” means, as to a particular matter, the knowledge of the following persons: Chief Executive Officer, Chief Financial Officer, Executive Vice Presidents and Chief Legal Officer of Buyer.

“Knowledge of Seller” means, as to a particular matter, the knowledge of the following persons: the Chairman, President and Chief Executive Officer of Seller, the Senior Vice President, Finance and Administration of Seller, the Senior Vice President, Development of Seller, the Vice President and Treasurer of Seller, the Vice President, General Counsel and Secretary of Seller, the Vice President, Human Resources of Seller, the Vice President and Controller of Seller and, with respect to the Companies or any Subsidiary, the principal executive officer, principal financial officer, treasurer, secretary, principal internal legal counsel and each other executive officer of the Companies or such Subsidiary, as the case may be.

“Landoll” has the meaning specified in the first recital of this Agreement.

“Straddle Period” means any taxable year or period beginning before and ending after the Closing Date.

“Subsidiaries” means, collectively, those entities listed on Exhibit A hereto.

“Tax” (and, with correlative meaning, **“Taxes”**) means any domestic or foreign, federal, state, county, municipal or other local or foreign income, gross receipts, property, sales, use, license, excise, franchise, employment, payroll, withholding, alternative or add-on minimum, ad valorem, transfer, real property, personal property, excise tax, taxes measured by or imposed on capital, escheat liabilities or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any addition to Tax, interest or penalty relating to Taxes or Tax Returns, imposed by any Governmental Body.

“Taxing Authority” shall mean any domestic or foreign, federal, state, county or municipal or other local government, any subdivision, agency, commission or authority thereof, or any quasi-governmental body exercising tax regulatory authority.

“Tax Package” has the meaning specified in Section 11.6(a)(iii).

“Tax Return” means any return, report or similar statement, including any related or supporting information with respect to any of the foregoing, required to be filed with respect to any Tax or with respect to any Taxing Authority (including any attached schedules), including, without limitation, any information return, claim for refund, amended return or declaration of estimated Tax.

“TEC” has the meaning specified in the first recital of this Agreement.

“Voting Debt” has the meaning specified in Section 5.2(c).

“WARN” has the meaning specified in Section 8.2(i).

“Welfare Plan” means any welfare plan, as defined in Section 3(1) of ERISA without regard to Section 4(b)(4) thereof.

ARTICLE II

PURCHASE AND SALE

Section 2.1. Purchase and Sale of the Shares. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Seller shall sell, transfer, assign, convey and deliver to Buyer, free and clear of all Encumbrances, and Buyer shall purchase and accept from Seller, all of the issued and outstanding shares of capital stock of the Companies (collectively, the **“Shares”**).

less notice and are otherwise not material or (ii) which provide for annual rental payments of less than \$100,000. Complete and correct copies of all such agreements, together with all modifications and amendments thereto, have been made available to Buyer.

Section 5.11. Assets Other than Real Property Interests. A Company or a Subsidiary has good and valid title to all the assets reflected on the Financial Statement or thereafter acquired, other than those set forth on Schedule 5.11 or otherwise disposed of since the Financial Statement Date in the ordinary course of the Business consistent with past practice, in each case free and clear of all Encumbrances, except (i) such Encumbrances as are set forth in Schedule 5.11 (all of which shall be discharged prior to the Closing) and (ii) Permitted Encumbrances. Each material asset of the Companies and the Subsidiaries is in good working order (except for ordinary wear and tear), is free from any material defect and has been maintained in all material respects in the ordinary course of the Business in accordance with the past practice of the Companies and the Subsidiaries and generally accepted industry practice. Except as set forth Schedule 5.11, the assets, services and facilities of the Companies and the Subsidiaries constitute all of the assets necessary to conduct the Business in all material respects as conducted on the date of this Agreement.

Section 5.12. Intellectual Property. (a) Schedule 5.12(a) contains a list of all United States and foreign patents, pending patent applications, trademark and service mark registrations, pending trademark and service mark applications and domain names owned by, issued to, acquired (whether by merger, assignment, a change of control or otherwise) and filed in the name of a Company or any Subsidiary.

(b) Except as disclosed in Schedule 5.12(b), the Companies and the Subsidiaries either: (i) own the entire right, title and interest in and to the items listed in Schedule 5.12(a), free and clear of Encumbrances except for Permitted Encumbrances; or (ii) have the right and license to use the same in the conduct of the Business.

(c) Except as disclosed in Schedule 5.12(c): (i) all patents and registrations identified in Schedule 5.12(a) are in force, and all applications identified in Schedule 5.12(a) are pending without challenge or opposition (other than routine office actions that may be pending before the Patent and Trademark Office or its foreign equivalents); (ii) the Intellectual Property owned by, licensed to or used by the Companies and the Subsidiaries and material to the conduct of the Business is valid and enforceable, does not infringe upon the Intellectual Property rights of any third party and, to the Knowledge of Seller, no person is engaging in any activity that infringes in any material respect on Intellectual Property which is material to the Business; and (iii) the Companies and the Subsidiaries have the right to bring actions for infringement or unauthorized use of the Intellectual Property owned by, licensed to or used by the Companies and material to the conduct of the Business.

(d) Except as disclosed in Schedule 5.12(d): (i) during the two years before the Closing Date, no written claim and, to the Knowledge of Seller no oral claim, has been made or asserted that alleges the Intellectual Property owned by, licensed to or used by the Companies and the Subsidiaries or material to the conduct of the Business infringes or violates the

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

THE McGRAW-HILL COMPANIES, INC.

By: *Harold W. McGraw III*
Name: Harold W. McGraw III
Title: Chairman, President & Chief Executive Officer

TRIBUNE COMPANY

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

THE McGRAW-HILL COMPANIES, INC.

By: _____
Name:
Title:

TRIBUNE COMPANY


By: 
Name: Donald C. Grenesko
Title: Senior Vice President

EXHIBIT A

Direct and Indirect Subsidiaries of Tribune Education Company

Everyday Learning Corporation

Educational Publishing Corporation

Instructional Fair Group, Inc.
Creative Publications, Inc.

Lands End Publishing, Inc.

Lands End Publishing

Mimosa Publications Pty (Australia)

Carringbush Publications Pty Ltd. (Australia)
Dragon Media Int'l Pty Ltd. (Australia)
Yarra Pty Ltd. (Australia)

NTC/Contemporary Publishing Group, Inc.

Shortland Publications, Inc.

Shortland Publications

Shortland Publications (USA), Inc.

Sunshine International, Inc.

Tribune Education Sales, Inc.

Tribune Education (UK) Limited

Kingscourt Publishing Ltd. (UK Company)
Instructional Fair Group Ltd (formerly Living and
Learning (Cambridge) Ltd.) (UK Company)

Wright Group Publishing, Inc.

Breakthrough to Literacy, Inc.
Mimosa Education, Inc.

**Mimosa Publications Pty. Ltd. and Shortland Publications, Ltd.
(Joint Ownership)**

Mark	Reg. No. (if applicable)	Reg. Date (if applicable) (MM/DD/YY)	Serial No.	Filing Date (MM/DD/YY)
Literacy 2000 logo	1,551,890	08/15/89	73/761,645	11/03/88
Science Alive	2,233,375	03/23/99	75/297,956	05/27/97
Science Alive (and Design)	2,005,704	10/08/96	74/662,656	04/14/95