

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Asset Purchase
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunshine International, Inc.		06/22/2000	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	The McGraw-Hill Companies, Inc.
Street Address:	1221 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2						
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2162380</td> </tr> <tr> <td>Registration Number:</td> <td>2058280</td> </tr> </tbody> </table>	Property Type	Number	Registration Number:	2162380	Registration Number:	2058280
Property Type	Number					
Registration Number:	2162380					
Registration Number:	2058280					

CORRESPONDENCE DATA	
Fax Number:	(407)841-2343
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	407 841-2330
Email:	adoppelt@addmg.com
Correspondent Name:	Ava K. Doppelt
Address Line 1:	255 South Orange Avenue
Address Line 2:	Suite 1401
Address Line 4:	Orlando, FLORIDA 32801

ATTORNEY DOCKET NUMBER:	24601 24602
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NAME OF SUBMITTER:	Beverley Deacon
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Total Attachments: 6  
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source=assetpur4.tif  
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## 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.

**“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.

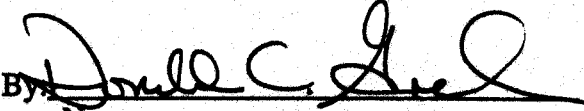
(d) Except as disclosed in Schedule 5.12(d): (i) during the two years before the Closing Date, no written claim and, to the Knowledge of Seller no oral claim, has been made or asserted that alleges the Intellectual Property owned by, licensed to or used by the Companies and the Subsidiaries or material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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed 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


JUN-22-2000 16:03

MCGRAW-HILL LEGAL

212 512 4827 P.03/03

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

TRIBUNE COMPANY

By: \_\_\_\_\_  
Name:  
Title:

**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.

**Sunshine International, Inc.**

<b>Mark</b>	<b>Reg. No. (if applicable)</b>	<b>Reg. Date (if applicable) (MM/DD/YY)</b>	<b>Serial No.</b>	<b>Filing Date (MM/DD/YY)</b>
Sunshine (and Design)	2,162,380	06/02/98	74/725,649	09/06/95
Sunshine (and Design)	2,058,280	04/29/97	74/725,648	09/06/95