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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): 2-7603

Bounty SCA Worldwide, LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware limited liability company

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

3. Nature of conveyance:

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

Execution Date: January 1, 2002

2. Name and address of receiving party(ies)
Name: Impact Group Euro RSCG LLC

Internal Address: _____

Street Address: 350 Hudson Street

City: New York State: NY Zip: 10014

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware limited liability company

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)

76/125,175 and 76/402,387

B. Trademark Registration No.(s)

1,950,724 and 2,682,454

Additional number(s) attached Yes No

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

Name: Cleary & Komen, LLP

Internal Address: _____

Street Address: 600 Pennsylvania Ave., SE

Suite 200

City: Washington State: DC Zip: 20003

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: If check is not attached, please charge Account No. 02-4500.

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

03/13/2003 DBYRNE 00000165 76125175
FC: 8521 40.00 UP
FC: 8522 75.00 DP

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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.

J. Michael Cleary
Name of Person Signing

J. Michael Cleary
Signature

February 25, 2003
Date

Total number of pages including cover sheet, attachments, and document: 29

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

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ASSET PURCHASE AGREEMENT

by and among

BOUNTY SCA WORLDWIDE, LLC

and

IMPACT GROUP EURO RSCG LLC

and

EURO RSCG HOLDINGS CORP.

Dated as of January 1, 2002

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT dated as of the 1st of January, 2002 by and among Bounty SCA Worldwide LLC., a Delaware limited liability company (Seller"), Impact Group Euro RSCG LLC, a Delaware limited liability company ("Buyer"), and Euro RSCG Holdings Corp. ("Euro"), a Delaware corporation.

W I T N E S S E T H :

WHEREAS, Seller desires to sell and cause to be sold, and Buyer desires to purchase, the Assets (as defined herein), and Seller desires to transfer and cause to be transferred, and Buyer desires to assume, the Assumed Liabilities (as defined herein), all pursuant to the terms and subject to the conditions set forth in this Agreement effective as of January 1, 2002 ("Effective Date");

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements hereinafter contained, the parties agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms have the meanings specified or referred to in this Article I (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Action" - any legal, administrative, arbitration, mediation or other alternative dispute resolution procedure or other action, proceeding, claim, inquiry or investigation before any court, arbitrator or other Governmental Entity.

"Affiliate" - an "Affiliate" of, or a Person "affiliated" with, a specified Person is a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

"Agreement" - this Asset Purchase Agreement, as the same may be amended, modified or supplemented from time to time in accordance with its terms.

"Allocation Schedule" - as defined in Section 4.04 of this Agreement.

"Assets" - as defined in Section 2.01 of this Agreement.

"Assumed Liabilities" - as defined in Section 3.01.

"Apportioned Obligations" as defined in Section 7.06(b).

"Books and Records" - the books of account and other financial and corporate records and files of a Person or business (including records and files stored on computer disks or tapes or any other storage medium), including minute books, stock record books, books of account, corporate seals, written Contracts and other documents, instruments and papers.

"Business" - the sampling and wallboard business currently engaged in by Seller, excluding all business related to Good Neighbor, GiftPax and Fulfillment.

"Business Day" - any day other than a Saturday, Sunday or other day on which commercial banks located in New York City are authorized or required to be closed.

"Buyer" - as defined in the first paragraph of this Agreement.

"Claim" - a written notice, asserting a breach of representation or warranty, covenant, agreement or other obligation contained in this Agreement or in any Transaction Document.

"Client Contract" - the Seller's current and prospective client list and all of the Seller's existing contracts and agreements with clients, whether written or oral and the right to service such clients, and the Seller's rights under its media commitments, purchase orders and other contracts and agreements with the Seller's current and prospective clients as the same exist on the Closing Date.

"Closing" - as defined in Section 4.01 of this Agreement.

"Closing Date" - as defined in Section 4.01 of this Agreement.

"Code" - the Internal Revenue Code of 1986, as amended.

"Confidential Information" - all information possessed by the Seller or any of its Representatives concerning the Business including notes, analyses, compilations, studies, interpretations, documents or records containing, referring, relating to, based upon or derived from, such information, in whole or in part, other than information that (i) is or becomes generally available to the public other than as a result of a disclosure by Seller or any of its Affiliates or their Representatives, (ii) was within the recipient's possession on a non-confidential basis prior to its being furnished by Seller or any of its Affiliates or their Representatives, or (iii) was received by the recipient from a source other than Seller or any of its Affiliates or their Representatives; provided, however, that in clauses (ii) and (iii) above, the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to Seller or otherwise for the benefit of the Business.

"Consents" - all consents, waivers, approvals, allowances, authorizations, declarations, filings, recordings, registrations, validations or exemptions and notifications.

"Continued Employees" - means those employees of Seller engaged primarily in the Business immediately prior to the Effective Date to whom Buyer is required to offer employment, or to cause to be continued to be employed, pursuant to Section 6.01 (including those employees then on vacation or sick leave) and, except with respect to employees who are on layoff, leave or short-term or long-term disability or other permitted leave of absence, who remain active employees of the Business on the Business Day immediately following the Effective Date.

"Contract" - any agreement, understanding, contract, obligation, promise or understanding, (whether written or oral and whether express or implied) including, in each case, all amendments, modifications and supplements thereto and Consents thereunder.

"Damages" - all losses, Liabilities, claims, damages (including incidental and consequential damages), deficiencies, obligations, fines, payments, expenses (including costs of investigation and defense and reasonable attorneys' fees and expenses), actions, causes of action, assessments, judgments, amounts paid in settlement or diminutions in value, whether or not involving a claim by a third party.

"Effective Date" - as defined in the recitals.

"Encumbrance" - any reservation, restriction, right of way, charge, claim, "adverse claim" (as defined in Section 8-102(a)(1) of the New York Uniform Commercial Code), community property interest, condition, equitable interest, easement, encumbrance, option, lien, pledge, charge, hypothecation, assignment, deposit arrangement, security interest (preference, priority or other security agreement or preferential arrangement of any kind), mortgage, deed of trust, retention of title agreement, right of first refusal, right of first offer, preemptive right, or other restriction or granting of any rights of any kind (including any restriction on, or right granted with respect to, the use, voting, transfer, receipt of income or exercise of any other attribute of ownership).

"ERISA" - the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" - any Person which, together with Seller, is or was treated as a single employer within the meaning of Section 414(b), (c), (m) or (o) of the Code or Section 4001(b) of ERISA.

"Fielding Contract" – as defined in Section 3.02(a).

"GAAP" - United States generally accepted accounting principles as in effect from time to time.

"Governmental Entity" - any: (i) federal, state, local, foreign or international government; (ii) court, arbitration or other tribunal or governmental or quasi-governmental authority of any nature (including any governmental agency, political subdivision, instrumentality, branch, department, official, or entity); or (iii) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature pertaining to government.

"Impact Purchase Agreement" – the Asset Purchase Agreement dated as of August 8, 2001 by and among Euro, Buyer, Lamkin Enterprises, Inc. d/b/a Impact Group and Jeffrey B. Lamkin.

"Independent Accountants" – shall mean Arthur Andersen LLP or such other accounting firm as Euro may from time to time elect.

"Initial Period" - as defined in Section 6.02 of this Agreement.

"Intellectual Property" - all United States and foreign (a) patents, patent applications, patent and invention disclosures and inventions and discoveries which may or may not be patentable and all improvements thereto, (b) registered and unregistered trademarks, service marks, logos, trade dress, trade names, Internet domain names and corporate names and registrations and applications for registration thereof, including all marks registered in the United States Patent and Trademark Office, (c) copyrights in both published and unpublished works and registrations and applications for registration thereof, (d) all computer and electronic data processing and operating programs, software, data and documentation, (e) Trade Secrets, (f) copies and tangible embodiments thereof (in whatever form or medium) and (g) the goodwill, going-concern value and intangible assets associated therewith.

"IRS" - the United States Internal Revenue Service or any other successor agency, and, to the extent relevant, the United States Department of the Treasury.

"Lamkin Employment Agreement" – Employment Agreement dated as of August 8, 2001 by and among Buyer, Jeffrey B. Lamkin and Euro.

"Laws" - means all laws, principles of common law, statutes, constitutions, treaties, rules, regulations, ordinances, codes, rulings, Orders and determinations of all Governmental Entities.

"Letter of Intent" - the letter agreement dated December 4, 2001 among Seller, Buyer, Euro and Jeffrey B. Lamkin confirming their discussions with respect to the Transaction.

"Liability" - all debts, liabilities, obligations and commitments, whether known or unknown, asserted or unasserted, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, due or to become due, whenever or however arising (including, whether arising out of any Contract or tort based on negligence, strict liability or otherwise) and whether or not the same would be required by GAAP to be reflected as a liability in financial statements or disclosed in the notes thereto.

"Occurrence-Basis Policies" - as defined in Section 7.03(b) of this Agreement.

"Order" - any award, decision, stipulation, injunction, judgment, order, ruling, subpoena, writ, decree or verdict entered, issued, made, or rendered by any Governmental Entity.

"Permit" - any license, permit, certificate, Consent, or other authorization, issued, granted, given or otherwise made available by or under the authority of any Governmental Entity or pursuant to any Law.

"Permitted Encumbrances" - any liens for (i) Taxes or other charges or levies of a Governmental Entity which are not due and payable; (ii) workmen's, repairmen's or other similar liens (inchoate or otherwise) arising or incurred in the ordinary course of business in respect of obligations which are not overdue; and (iii) minor title defects affecting personal property, in each case, if they do not, individually or in the aggregate, (A) have a material adverse effect on the continued use, value or marketability of title of the property affected thereby, (B) materially impair the current Business operations conducted or (C) have a material adverse effect on the ability to transfer the affected property.

"Person" - any individual, sole proprietorship, firm, corporation (including any non-profit corporation and public benefit corporation), general or limited partnership, limited liability partnership, joint venture, limited liability company, estate, trust, association, organization, labor union, institution, entity or Governmental Entity, including any successor (by merger or otherwise) of such entity.

"Post-Closing Tax Period" - as defined in Section 7.06(b).

"Pre-Closing Tax Period" - as defined in Section 7.06(b).

"Purchase Price" - the consideration to be paid by Buyer to Seller (or its designee) for the Assets pursuant to Section 4.04.

"Related to the Business" - related primarily to, used primarily in, arising primarily from, or held primarily for use in, the Business, or otherwise necessary for the operation, as presently conducted, of the Business.

"Representative" - with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Retained Assets" - all of the following, collectively:

- (i) all bank accounts of Seller and all cash;
- (ii) all Intellectual Property not Related to the Business including without limitation, all Intellectual Property related to Seller's Good Neighbor, GiftPax and Seller's fulfillment business;
- (iii) all Contracts of Seller other than the Seller Contracts and Client Contracts;
- (iv) all tangible fixed assets including without limitation, all furniture, equipment, and leasehold improvements;
- (v) the name Bounty SCA Worldwide, Good Neighbor, and GiftPax and all derivations thereof;
- (vi) all Permits not Related to the Business;
- (vii) all assets related to Good Neighbor, GiftPax and Seller's fulfillment operations
- (viii) all insurance policies of Seller, subject to Buyer's rights to the benefits thereof under Section 2.01(a);
- (ix) all refunds of Taxes attributable to payments of Taxes made prior to the Effective Date;
- (x) accounts receivable which are not included in the Assets to be acquired by Buyer pursuant to Section 2.01, loans and notes receivable with respect to any party and all other assets resulting from transactions between Seller and any Affiliate; and
- (xi) the minute book, stock ledger, and all Books and Records of Seller not relevant to the future conduct of the Business (except as otherwise provided in Section 2.01(a)(xi)).

"Retained Liabilities" - as defined in Section 3.02 of this Agreement.

"Seller" - as defined in the first paragraph of this Agreement.

"Seller Contract" – all contracts related to providing services to clients pursuant to the Client Contracts including, without limitation, vendor contracts, artwork licenses, and talent contracts. Seller contracts shall include that portion of the agreement dated October 1, 2001 between Seller and Fielding Unlimited, Inc. which is related to the Business.

"Taxes" - all taxes, charges, duties, fees, levies or other assessments, including, without limitation, income, excise, property, sales, use, gross receipts, recording, insurance, value added, profits, license, withholding, payroll, employment, net worth, capital gains, transfer, stamp, social security, Medicare, unemployment, environmental, occupation and franchise taxes, imposed by any Governmental Entity, and including any interest, penalties and additions attributable thereto.

"Trade Secrets" - any trade secrets and confidential business information, including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information.

"Transaction" - as defined in Section 4.01 of this Agreement.

"Transaction Documents" - any certificate, schedule, agreement, instrument of transfer or other document required to be delivered pursuant to this Agreement.

"Transfer Taxes" - as defined in Section 9.06 of this Agreement.

ARTICLE II

SALE AND TRANSFER OF THE ASSETS

Sale and Purchase of Assets. (a) Subject to the terms and conditions set forth in this Agreement, as of the Effective Date, Seller hereby, sells, conveys, assigns, transfers and delivers to Buyer, and Buyer hereby purchases from Seller the following assets, properties and rights owned by Seller and Related to the Business except for Retained Assets, free and clear of all Encumbrances (other than Permitted Encumbrances), as the same shall exist on the Effective Date, including the following, but in each case, only to the extent Related to the Business:

- (i) all Client Contracts and Seller's list of all current and prospective clients;

(ii) all work-in-progress, including inventories, finished goods, materials, parts, components, accessories and supplies Related to the Business;

(iii) all Intellectual Property exclusively Related to the Business;

(iv) all Seller Contracts and Client Contracts, including all rights to receive payments for products sold or services rendered in connection with the Client Contracts, and to receive goods and services, pursuant to such contracts and to assert claims and to take other actions in respect of breaches, defaults and other violations thereunder;

(v) the benefit of coverage provided by all insurance policies of Seller to the extent they (A) relate to any of the Assets or the Assumed Liabilities and (B) do not relate to any of the Retained Assets or Retained Liabilities;

(vi) all Books and Records, customer lists, operating, design and other data and records (in each case, in whatever form or medium) and other similar property, rights and information Related to the Business;

(vii) Permits directly Related to the Business;

(viii) all telephone and facsimile numbers Related to the Business;

(ix) all goodwill and going concern value of the Business; and

(x) all other assets, properties and rights directly Related to the Business and required to render services to clients in accordance with the Client Contracts.

The assets, properties and rights of Seller sold, assigned, conveyed, transferred and delivered to Buyer pursuant to this Agreement are collectively referred to as the "Assets". The term "Assets" includes, without limitation, all assets which are reflected on Schedule 2.01 as assets, subject to the sale of inventories, use of raw materials and supplies, collection of accounts receivable that are not Retained Assets, realization of prepaid expenses, performance of Contracts in full and expenditure of cash, all in the ordinary course of the Business prior to the Effective Date, and excludes, to the extent permitted by the terms of this Agreement, all deletions, sales or other disposals of any of the foregoing in the ordinary course of the Business prior to the Effective Date.

(b) Anything contained herein to the contrary notwithstanding, the Assets sold, assigned, conveyed, transferred and delivered to Buyer hereunder exclude, and Seller retains, the Retained Assets.

(c) Anything contained herein to the contrary notwithstanding, this Agreement will not constitute an assignment, an attempted assignment or an agreement to assign any Seller Contract or Permit if an assignment or attempted assignment of the same without the Consent of any other party or parties thereto would constitute a breach thereof or in any way impair the rights of Seller or Buyer thereunder. Seller will use its commercially reasonable efforts, and Buyer will cooperate (it being understood that such commercially reasonable efforts and cooperation will not include any requirement to pay any consideration or offer or grant any financial accommodation) in all reasonable respects with Seller, to obtain prior to the Closing all Consents described in this paragraph and to resolve all impracticalities of assignments or transfers necessary to sell, assign, convey, transfer and deliver the Assets to Buyer. If any such Consent is not obtained or if an attempted assignment would be ineffective or would impair Seller's or Buyer's rights under any such Seller Contract or Permit so that Buyer would not receive all such rights, then (1) Seller will (x) ensure that the full benefits of any such Seller Contract or Permit are provided or caused to be provided to Buyer, and (y) pay promptly or cause to be paid promptly to Buyer when received all monies and other properties received by Seller or any of its Affiliates with respect thereto; and (2) if Seller provides or causes to be provided to Buyer the full benefits thereof, then Buyer will perform and discharge on behalf of Seller, all of Seller's Liabilities, obligations or commitments thereunder which are Assumed Liabilities in accordance with the provisions thereof. In addition, Seller will take such other actions as may reasonably be requested by Buyer in order to place Buyer, insofar as reasonably possible, in the same position as if such Seller Contract or Permit had been transferred as contemplated hereby. Notwithstanding the foregoing, if any such Consent is not obtained prior to the Closing, Seller will continue to use its commercially reasonable efforts to obtain all such Consents (and, if and when such Consents are obtained, the transfer of the applicable Seller Contract or Permit will be effected in accordance with the terms of this Agreement).

ARTICLE III

ASSUMPTION OF LIABILITIES

3.01 Assumed Liabilities. Subject to the terms and conditions set forth herein, on the Effective Date, in consideration for the sale, assignment, conveyance, transfer and delivery of the Assets to Buyer, Buyer hereby assumes and undertakes to pay, perform and discharge, in accordance with the terms thereof, only the following Liabilities incurred in the ordinary course of business of the Business (the "Assumed Liabilities"):

(a) all obligations of the Seller under the Client Contracts and Seller Contracts in each case arising and to be performed from and after the Effective Date;

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(b) all obligations for salaries, commissions, bonuses, benefits and other compensation of those employees of Seller which Buyer employs from and after the Effective Date; and

(c) all performance obligations (other than obligations that are payables as of the Effective Date and other than Retained Liabilities) of Seller arising under Permits that constitute Assets.

Buyer assumes no other Liabilities whatsoever.

3.02 Retained Liabilities. Anything contained herein to the contrary notwithstanding, neither Buyer nor any Affiliate of Buyer assumes or undertakes to pay, perform or discharge and none thereof will be liable for, and Seller remains liable for and shall pay, perform and discharge when due, any Liabilities that are not Assumed Liabilities, including without limitation, the following Liabilities (collectively, the "Retained Liabilities"):

(a) Liabilities based upon, arising out of, relating to or otherwise in connection with any actual or threatened or future Action with respect to any events, actions, occurrences, omissions, circumstances or conditions occurring or existing on or prior to the Effective Date (whether asserted prior to, on or after the Effective Date, including any liabilities related to any Seller's acts or failure to act in connection with the agreement dated October 1, 2001 ("Fielding Contract") between Seller and the Fielding Company and any liabilities under the Fielding Contract related to the Good Neighbor™ portion of Seller's business), other than Actions based on Buyer's failure to pay or perform any Assumed Liabilities;

(b) Liabilities based upon, arising out of, relating to or otherwise in connection with any tort, breach, default or violation of or non-compliance with any Contract, obligation, infringement, violation of Law or regulatory non-compliance (whether civil or criminal) occurring or existing on or prior to the Effective Date (whether asserted prior to, on or after the Effective Date);

(c) Liabilities in respect of employees and former employees of Seller (including those individuals who are or were, or who are alleged to be or to have been, employees of Seller but who are or were not classified by Seller as such) based upon, arising out of, relating to or otherwise in connection with employment by Seller or any of its Affiliates at any time on or prior to the Effective Date, whether pursuant to benefit plans or otherwise, including without limitation: (i) Liabilities for salary, bonuses, incentive payments and other compensation payments (including Liabilities for withholding Taxes in respect of such payments or for failure properly to report such payments); (ii) Liabilities in respect of pension benefits; (iii) Liabilities for employee welfare and fringe benefits (including, without limitation, medical, dental, retiree health, life, retiree life, travel, accident, short- and long-term disability, hospitalization and other

benefits) and Liabilities for COBRA continuation coverage to all former employees of Seller, all Employees of Seller who are not Continued Employees and any qualified beneficiaries of such employees who become or became entitled to such COBRA continuation coverage under the Seller's welfare and fringe benefit plans before, on or after the Effective Date, by reason of the occurrence of a qualifying event before the Effective Date; (iv) Liabilities in respect of severance pay, salary continuation and similar obligations relating to the termination or alleged termination (whether voluntary or involuntary) of employment or claims in respect thereof; and (v) Liabilities with respect to workplace safety, employment discrimination or other claim of Damages incurred while, or arising out of, relating to or otherwise in connection with, employment by Seller or any of its Affiliates;

(d) Liabilities based upon, arising out of, relating to or otherwise in connection with claims of occupational injury or illness and workers' compensation claims (whether asserted prior to, on or after the Effective Date) resulting from injuries or illnesses that occur on or prior to the Effective Date;

(e) Liabilities under all incentive arrangements with employees or other Persons relating to the sale or other disposition of the Business;

(f) Liabilities for and relating to indebtedness for borrowed money (including the current portion thereof) and all other items that would be categorized as long-term liabilities in accordance with GAAP except as included in the Client Contracts;

(g) Liabilities for and relating to the guarantee of any indebtedness or obligation of any Person;

(h) Liabilities in respect of all payables and other balances owed to any Affiliate of Seller;

(i) Liabilities for income, transfer, sales, use and other Taxes arising in connection with the consummation of the Transaction;

(j) Liabilities for any Taxes Related to the Business, or related to Seller, the Assets or the Assumed Liabilities for periods (or portions thereof) up to and including the Effective Date;

(k) Liabilities for which Seller or any of its Affiliates are made responsible pursuant to this Agreement;

(l) Liabilities relating to Retained Assets; and

(m) Liabilities related to any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by any such Person with Seller (or any Person acting on its behalf) in connection with the Transaction.

(n) Up to one hundred thousand dollars (\$100,000) of severance costs paid to Continued Employees provided the Continued Employees' employment is terminated by Buyer within six (6) months of the Effective Date provided the termination of such Continued Employees and the severance costs related thereto have been approved in writing by Euro in advance.

(o) all real estate leases including the leases for the premises at 550 West Washington Street in Chicago, Illinois and the leases for premises in Knoxville, Tennessee and McLean, Virginia.

ARTICLE IV

CLOSING; THE PURCHASE PRICE

4.01 Closing. The closing (the "Closing") of the transactions contemplated by this Agreement and the Transaction Documents (the "Transaction") will take place at the offices of Chadbourne & Parke LLP, 30 Rockefeller Plaza, New York City, at 10:00 a.m. Eastern time, on June 18, 2002 (and by the exchange of documents and instruments by mail, courier, facsimile or telecopy and wire transfer to the extent mutually acceptable to the parties) (such date of the Closing being hereinafter referred to as the "Closing Date"). The Closing will be deemed to be effective at the opening of business on the Effective Date.

4.02 Closing Deliveries of Seller and the Shareholders. At the Closing, Seller will deliver and cause to be delivered to Buyer (i) such bills of sale and instruments of assignment, conveyance, assumption and transfer as shall reasonably be requested by Buyer to effect or evidence the sale, assignment, conveyance, transfer and delivery of the Assets to Buyer, and (ii) all documents required to be delivered by Seller to Buyer at the Closing pursuant to this Agreement.

4.03 Closing Deliveries of Buyer. At the Closing, Buyer will deliver or cause to be delivered to Seller (i) the Purchase Price pursuant to Section 4.04, (ii) such instruments of assumption as shall reasonably be requested by Seller to effect or evidence the assumption by Buyer of the Assumed Liabilities, and (iii) all documents required to be delivered by Buyer to Seller at the Closing pursuant to this Agreement.

4.04 Purchase Price and Payment; Allocation.

(a) Subject to the satisfaction or waiver of the applicable conditions set forth herein, at the Closing, Buyer will assume the Assumed Liabilities.

(b) Within ninety (90) days after the Closing Date, Buyer shall prepare and deliver a schedule to Seller (the "Allocation Schedule") allocating the Purchase Price and the Assumed Liabilities among the Assets. Such allocation shall be made in a manner customary for similar transactions and in accordance with Section 1060 of the Code. If such allocation is not acceptable to Seller, Seller shall notify Buyer in writing within ten (10) days of receipt of the Allocation Schedule and Buyer and Seller shall endeavor in good faith for a period of thirty (30) days from receipt by Buyer of notice of Seller's objections to the Allocation Schedule to reach a mutually acceptable allocation, failing which Buyer's allocation will be final, binding and conclusive. Buyer and Seller will make all tax returns, reports, forms, declarations, claims and other statements (including IRS Form 8594) in a manner consistent with the Allocation Schedule and will not make any inconsistent statement or adjustment on any returns or during the course of any Tax audit. Buyer and Seller agree that the net book value of any Asset may not be indicative of its fair market value.

ARTICLE V

COVENANTS OF SELLER AND THE SHAREHOLDERS

5.01 Permits and Approvals. Promptly after the date of this Agreement, Seller will (a) make all filings required by Law to be made by it in connection with the Transaction, (b) cooperate with Buyer with respect to all filings that Buyer elects to make or is required by Law to make in connection with the Transaction and (c) obtain all Permits and Orders of all Persons required to be obtained in connection with the execution, delivery and performance of this Agreement and the consummation of the Transaction.

5.02 Consultation with Clients. Prior to the Closing Date, Buyer, Seller shall discuss with those principal clients of the Business that have been mutually identified by Buyer and Seller the Transaction and the prospects for continued use by such clients of the services of the Business following the Closing Date.

ARTICLE VI

COVENANTS OF BUYER

6.01 Employment. (a) Buyer will offer employment, commencing as of the Effective Date, to each of Seller's employees engaged primarily in the Business who are employed (including those who are actively employed or on layoff, leave or short-term or long-term disability or other permitted absence from employment immediately prior to the Effective Date until such period of disability ends); provided, however, that nothing contained in this Section 6.01 is intended to confer upon any Continued Employee any right to continued employment after evaluation by Buyer of its employment needs after the Effective Date or any right as a third party beneficiary of any agreement or covenant set forth in this Agreement. Buyer shall provide immediately

after the Effective Date to each Continued Employee (i) employment in a position and at a salary or wage level comparable to the position and salary and wage level applicable to such Continued Employee immediately prior to the Effective Date and (ii) employee benefits comparable in the aggregate to the employee benefits provided to each such Continued Employee by the Seller immediately prior to the Effective Date; provided, however, that after the Effective Date, Buyer expressly reserves the right to modify any terms of employment and salary or wage level of any Continued Employee and to amend, modify or terminate any employee benefit plan or program for or for the benefit of Continued Employees in accordance with the terms thereof and applicable Law. Buyer shall recognize service credited to each Continued Employee as of the Effective Date under Seller's employee benefit plans and programs for purposes of satisfaction of waiting periods, eligibility and vesting under the employee benefit plans and programs offered to the Continued Employees by Buyer. If any employees of Seller to whom Buyer is required to offer employment pursuant to this Section 6.01 are on short-term or long-term disability at the Effective Date, Buyer shall not be required to offer employment to such employees unless and until they are ready to return to work.

6.02 Separate Division. Buyer agrees that from and after the Closing Date through at least December 31, 2004 (the "Initial Period"), the Business shall be operated by the Division as a discrete operating unit of Buyer.

ARTICLE VII

MUTUAL COVENANTS

7.01 Reasonable Best Efforts; Further Assurances. (a) Each of Buyer and Seller will use its reasonable best efforts to cause to be fulfilled the conditions to the respective obligations of the other party set forth in Article VIII.

(b) From time to time on or after the Closing Date, as and when requested by any party hereto, the other parties will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such reasonable actions, as such other party may reasonably deem necessary or desirable to consummate the Transaction.

(c) Anything contained in this Agreement to the contrary notwithstanding, no party will nor will any Affiliate thereof be required or obligated to commence litigation or divest or hold separate any business or assets in connection with the consummation of the Transaction.

7.02 Public Announcements. No party to the Transaction shall issue any press release or announcement or other public statement or disclosure concerning the Transaction either before or after the Closing without the prior consent of the other parties, except as such release, announcement, statement or disclosure may be required by Law, in which case the party required to make the release or announcement will, to the

extent practicable, allow the other party reasonable time to comment on such release or announcement, statement or disclosure in advance of such issuance.

7.03 Insurance. (a) Until the Closing Date, Seller will maintain in full force and effect all insurance policies and will take no action which will cause a retroactive cancellation, or a lapse or reduction of the benefits, thereof.

(b) Buyer will have the right to (i) assert claims (and Seller will use reasonable best efforts to assist Buyer in asserting claims) under the Insurance Policies which are "occurrence basis" policies ("Occurrence-Basis Policies") arising out of insured incidents occurring from the date coverage thereunder first commenced until the Effective Date to the extent that the terms and conditions of any such Occurrence Basis Policies so allow and (ii) continue to prosecute claims Related to the Business properly asserted with the insurance carrier prior to the Closing (and Seller will use reasonable efforts to assist Buyer in connection therewith) under Insurance Policies which are on a "claims made" basis ("Claims Made Policies") arising out of insured incidents occurring from the date coverage thereunder first commenced until the Closing Date to the extent that the terms and conditions of any such Claims Made Policies so allow, provided, however, that all of Seller's reasonable costs and expenses incurred in connection with the foregoing are promptly paid by Buyer. All recoveries in respect of such claims will be for the account of Buyer. In addition, Buyer may purchase (at Buyer's expense), prior to, on or after the Effective Date, discovery coverage with respect to Claims Made Policies to provide coverage with respect to such Claims Made Policies for claims submitted by Buyer after the Effective Date with respect to incidents occurring prior to the Effective Date, and all recoveries under such discovery coverage will be for the account of Buyer.

(c) Seller will not amend, commute, terminate, buy-out or extinguish liability under or otherwise modify any Occurrence Basis Policies or Claims Made Policies under which Buyer has rights to assert claims pursuant to this Section in a manner that would adversely affect any such rights of Buyer.

7.04 Governmental Consents. Each of Buyer and Seller will give any notices to, make any filings with, and use its reasonable best efforts to obtain any Permit required in connection with the consummation of the Transaction; provided, however, that Buyer shall have no obligation to, or to cause any Affiliate to, dispose of any of its assets or to cease or desist any activity in connection with the foregoing.

7.05 Waiver of Compliance with Bulk Transfer Laws. The parties hereby waive compliance with the provisions of any applicable bulk transfer or bulk sales laws (including any laws requiring the giving of notice to any Governmental Entity). Seller agrees to indemnify and hold harmless Buyer from any and all Damages incurred by Buyer based upon, arising out of or otherwise in respect of Seller's failure to comply with such provisions.

7.06 Tax Cooperation: Allocation of Taxes. (a) Buyer and Seller agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Assets, the Assumed Liabilities and the Business as is reasonably necessary for the filing of all Tax returns, and making of any election related to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax return. Seller and Buyer shall cooperate with each other in the conduct of any audit or other proceeding related to Taxes involving the Business and each shall execute and deliver such powers of attorney and other documents as are necessary to carry out the intent of this paragraph (a) of Section 7.06.

(b) All real property Taxes, personal property Taxes and similar ad valorem obligations levied with respect to the Assets for a taxable period which includes (but does not end on) the Effective Date (collectively, the "Apportioned Obligations") shall be apportioned between Seller and Buyer as of the Closing Date based on the number of days of such taxable period included in the partial taxable period ending on the date immediately preceding the Effective Date (the "Pre-Closing Tax Period") and the number of days of such taxable period included in the partial taxable period commencing on the Closing Date (the "Post-Closing Tax Period"). Seller shall be liable for the proportionate amount of such taxes that is attributable to the Pre-Closing Tax Period, and Buyer shall be liable for the proportionate amount of such taxes that is attributable to the Post-Closing Tax Period. In the event that either Seller or Buyer shall thereafter make a payment for which it is entitled to reimbursement under this Section 7.06(b), the other party shall make such reimbursement promptly.

ARTICLE VIII

SURVIVAL AND INDEMNIFICATION

8.01 Survival. The covenants and agreements contained in this Agreement or in the Transaction Documents will survive the Closing until the expiration of the applicable statute of limitations.

8.02 Indemnification by Seller. Subject to Section 8.01, after the Closing, Seller hereby agrees, promptly upon the determination of Damages, to indemnify, defend and hold harmless (on an After-Tax Basis) Buyer, from and against all Damages arising, directly or indirectly, from or in connection with:

(a) any breach of any covenant, agreement or other obligation of Seller contained in this Agreement;

(b) the Retained Liabilities (including, without limitation, any Liability which is not an Assumed Liability that may become a Liability of Buyer by law, common law or otherwise and the failure by Seller to pay, perform or otherwise discharge any Retained Liabilities in accordance with their terms);

(c) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by any such Person with Seller (or any Person acting on their behalf) in connection with the Transaction;

(d) The operation of the Business or the Assets (including any claim under Seller Contracts and Client Contracts) based upon Seller's acts or failure to act prior to the Effective Date; and

(e) any Damages incurred by Buyer in enforcing the rights of indemnification provided in this Section 8.02.

8.03 Indemnification by Buyer. Subject to Section 8.01, after the Closing, Buyer hereby agrees, promptly upon the determination of Damages, to indemnify, defend and hold harmless (on an After-Tax Basis) Seller, from and against all Damages arising, directly or indirectly, from or in connection with:

(a) any breach of any covenant, agreement or other obligation of Buyer contained in this Agreement;

(b) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by any such Person with Buyer (or any Person acting on its behalf) in connection with the Transaction;

(c) the Assumed Liabilities (including, without limitation, the failure by Buyer to pay, perform or otherwise discharge any Assumed Liabilities in accordance with their respective terms and any claims under the Fielding Contract arising out of Buyer's acts of failure to act);

(d) the operation of the Business or the Assets from and after the Effective Date, including any claim under any Seller Contract which is an Assumed Liability or Client Contracts based on matters arising after the Closing Date; and

(e) Any Damages incurred by the Seller in enforcing the rights of indemnification provided in this Section 8.03.

8.04 Limitations on Liability. (i) No party seeking to be indemnified hereunder (the "Indemnitee") will be entitled to any recovery from the party from whom indemnification is sought (the "Indemnitor") unless a Claim for indemnification, specifying the factual basis of that Claim in reasonable detail to the extent then known, is made on or before the expiration of the time period for survival set forth in Section 8.01; provided, however, that any Claim for indemnification or reimbursement for Damages which is included in this Agreement other than in Section 8.02 or Section 8.03 may be

made at any time; and (ii) no Liability will constitute Damages to any party to the extent of insurance proceeds actually received by such party with respect to such Liability (after deducting reasonable costs and expenses incurred in connection with recovery of insurance proceeds).

8.05 Procedure. If any Claim is made or brought against the Indemnitee, then upon demand by the Indemnitee, the Indemnitor, at its sole cost and expense, shall resist or defend such Claim in the Indemnitee's name (if necessary) by attorneys selected by the Indemnitor and approved by the Indemnitee, which approval shall not be unreasonably withheld or delayed. Attorneys for the Indemnitor's insurer shall be deemed approved for purposes of this Section 8.05. Notwithstanding the foregoing, an Indemnitee may, at Indemnitee's sole cost and expense retain its own attorneys to participate or assist in defending any Claim provided the Indemnitor shall control the defense. Notwithstanding anything herein contained to the contrary, the Indemnitor may direct the Indemnitee to settle any Claim provided that (i) such settlement shall involve no obligation on the part of the Indemnitee other than the payment of money, (ii) any payments to be made pursuant to such settlement shall be paid in full exclusively by the Indemnitor at the time such settlement is reached, (iii) such settlement shall not require the Indemnitee to admit any liability, and (iv) the Indemnitee shall have received an unconditional release from the other parties to such Claim. No Claims shall be settled by an Indemnitee without the consent of the Indemnitor.

ARTICLE IX

GENERAL PROVISIONS

9.01 Assignment. No party to this Agreement shall convey, assign or otherwise transfer any of its or his rights or obligations under this Agreement without the prior written consent of each of the other parties in its or his sole and absolute discretion, except that Buyer may (without obtaining any consent) assign its rights, interests or obligations under this Agreement, in whole or in part, to any Affiliate of Buyer. Any conveyance, assignment or transfer requiring the prior written consent of the other parties which is made without such consent shall be void ab initio. No assignment of this Agreement will relieve the assigning party of its obligations hereunder.

9.02 Parties in Interest. This Agreement is binding upon and is for the benefit of the parties hereto and their respective heirs, successors and permitted assigns. This Agreement is not made for the benefit of any Person not a party hereto, and no Person other than the parties hereto or their respective successors and permitted assigns will acquire or have any benefit, right, remedy or claim under or by reason of this Agreement.

9.03 Amendment. This Agreement cannot be amended, modified or supplemented except by a written agreement executed by each of the parties.

9.04 Waiver; Remedies. No failure or delay on the part of any of the parties in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of any of the parties of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor will any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties may otherwise have at law or in equity.

9.05 Fees and Expenses. Except as provided in Article VIII, each of EURO RSCG and Buyer on the one hand, and Seller, on the other hand, agree to pay, without right of reimbursement from the other, all costs and expenses incurred by it incident to the performance of its obligations hereunder, including, without limitation, the fees and disbursements of counsel, accountants, financial advisors, experts and consultants employed by the respective parties in connection with the transactions contemplated hereby, whether or not the transactions contemplated by this Agreement are consummated.

9.06 Transfer Taxes. All applicable sales and transfer Taxes (including, without limitation, Taxes, if any, imposed upon the transfer of personal property) and filing, recording, registration, stamp, documentary and other Taxes and fees ("Transfer Taxes") that are payable in connection with this Agreement, the Transaction or the documents giving effect to such transactions will be borne by Seller.

9.07 Notices. All notices, requests, claims, demands and other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or telecopied or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and will be deemed given when so delivered by hand or telecopied, or three Business Days after being so mailed (one Business Day in the case of express mail or overnight courier service). All such notices, requests, claims, demands and other communications shall be addressed as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(a) If to EURO:

EURO RSCG Holdings Corp.
350 Hudson Street
New York, New York 10014

Attention: General Counsel
Telecopy: (212) 807-6515

(b) If to Buyer:

IMPACT GROUP EURO RSCG LLC
6991 Peachtree Industrial Boulevard
Building 400
Norcross, Georgia 30092
Attention: Jeffrey B. Lamkin
Telecopy: []

with a copy to each of EURO RSCG and Chadbourne & Parke
LLP

(c) If to Seller:

Bounty SCA Worldwide LLC
550 West Washington Street
Chicago, Illinois 60661

Attention: Mr. Malcolm Cullen
Telecopy: []

with a copy to:

Euro RSCG Worldwide, Inc.
350 Hudson Street
New York, New York 10014

Attention: Nancy Wynne, Esq.
Telecopy: 212-807-6515

9.08 Captions. The article, section and paragraph captions herein and the table of contents hereto are for convenience of reference only, do not constitute part of this Agreement and will not be deemed to limit or otherwise affect any of the provisions hereof. Unless otherwise specified, all references herein to numbered articles and sections are to articles and sections of this Agreement and all references herein to schedules or exhibits are to schedules or exhibits to this Agreement.

9.09 Entire Agreement. This Agreement and the Transaction Documents together constitute the entire agreement between the parties with respect to the subject matter hereof and this Agreement and the Transaction Documents supersede all prior negotiations, agreements and understandings of the parties of any nature, whether oral or written, relating thereto, including the Letter of Intent.

9.10 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction

to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

9.11 Exhibits and Schedules; Disclosure. All exhibits and schedules attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Capitalized terms used in the schedules hereto but not otherwise defined therein shall have the respective meanings assigned to such terms in this Agreement. Disclosure of any item as an exception to any representation or warranty of either Seller or the Shareholders in any section of or on any schedule to this Agreement shall not constitute disclosure of such item as an exception to any other representations and warranties of Seller and the Shareholders in any other sections of or on any other schedules to this Agreement.

9.12 Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

9.13 Counterparts. This Agreement may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

9.14 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are or are to be thereby aggrieved shall have the right of specific performance and injunctive relief giving effect to its or their rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The parties agree that any such breach or threatened breach would cause irreparable injury, that the remedies at law for any such breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived.

9.15 Construction; Interpretation. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. For the purposes of this Agreement, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (ii) the terms "hereof", "herein", and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, (iii) the word "including" and

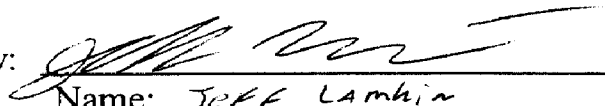
words of similar import when used in this Agreement shall mean "including, without limitation", unless otherwise specified, and (iv) the word "or," when used in expressions of condition or exclusion, shall not be exclusive.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each of the parties hereto on the date first hereinabove written.

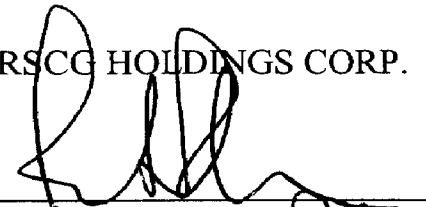
BOUNTY SCA WORLDWIDE, LLC

By: _____
Name:
Title:

IMPACT GROUP EURO RSCG LLC

By: 
Name: JEFF LARKIN
Title: CEO

EURO RSCG HOLDINGS CORP.

By: 
Name: Robert A. Paul
Title: EXECUTIVE V.P. CFO EURO RSCG HOLDINGS CORP.