

05-15-2003



Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

102448952  
TRADEMARKS & SERVICE MARKSJ.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)

Springhouse Corporation  
1111 Bethlehem Pike  
Springhouse, Pennsylvania 19477

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☒ Other Delaware Corporation

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Purchase and Sale Agreement

Execution Date: June 14, 2000

## 2. Name and address of receiving party(ies)

Name: Lippincott Williams &amp; Wilkins, Inc.

Internal

Address:

Street Address: 1111 Bethlehem Pike

City: Springhouse State: PA Zip: 19477

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State Delaware  
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

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

A. Trademark Application No.(s)

75/863001

B. Trademark Registration No.(s)

1592951, 1700481, 2074650, 2080548, 2372028, 2375184,  
 2377510, 2429478, 2431032, 2431033, 2431034, 2433097,  
 2442150, 2445811, 2460713, 2463380, 2576849

Additional number(s) attached ☐ Yes ☒ No

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

Name: Laura Genovese Miller

Internal Address: Cozen O'Connor

6th Floor

Street Address: 1900 Market Street

City: Philadelphia State: PA Zip: 19103

## 6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41)..... \$465.00

- ☐ 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

Name of Person Signing

Signature

May 7, 2003

Date

Total number of pages involving cover sheet, attachments, and document: 3

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

05/14/2003 LMILLER 00000101 501275 75863001

01 FC:8521  
02 FC:852240.00 CH  
425.00 CHTRADEMARK  
REEL: 002733 FRAME: 0426

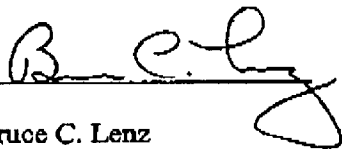
### PURCHASE AND SALE AGREEMENT

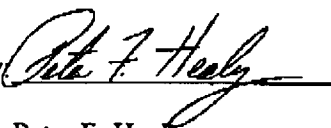
This Purchase and Sale Agreement is entered into as of June 14, 2000 by and between Springhouse Corporation, a Delaware corporation ("Seller"), and Lippincott Williams & Wilkins, Inc., a Delaware corporation ("Buyer").

1. For and in consideration of the assumption of all liabilities including long term intercompany liabilities and acquisition costs not yet recorded as of June 14, 2000 (the Effective Date), Seller hereby does sell to Buyer (and Buyer hereby does buy from Seller) and Seller hereby does assign to Buyer (and Buyer hereby assumes from Seller), as appropriate, all of Seller's right, title and interest in and to the assets described on Schedule 1, attached hereto and made a part hereof (collectively the "Assets").
2. Seller sells all of the Assets in their as-is condition, and makes no guarantee, warranty or representation in regard thereto, except that guaranties, warranties or representations made by third parties to Seller in regard to any Asset are hereby assigned to Buyer to the full extent permitted by law.
3. Buyer and Seller shall apportion all taxes that may arise out of, or in any way be connected with, the sale of the Assets as they may hereafter agree.
4. This Purchase and Sale Agreement constitutes the entire agreement between the parties regarding the sale of the Assets. No terms, conditions, understandings, or other agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties hereto.

Lippincott Williams & Wilkins, Inc.

Springhouse Corporation

By:   
Bruce C. Lenz  
Secretary/Treasurer

By:   
Peter F. Healy  
Assistant Secretary

## Schedule I

## Assets

Cash	\$	[REDACTED]
A/R		[REDACTED]
Inventory		[REDACTED]
Prepays		[REDACTED]
WIP		[REDACTED]
Fixed Assets		[REDACTED]
Other Assets		[REDACTED]
Intangibles		[REDACTED]
Total	\$	[REDACTED]

## Liabilities Assumed

A/P	\$	[REDACTED]
Accrued Expenses		[REDACTED]
Deferred Revenue		[REDACTED]
Debt		[REDACTED]
Total	\$	[REDACTED]

## Note:

The numbers above are preliminary pending final valuation report of KPMG