

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EGI Exhibitions, Inc.		12/18/2000	CORPORATION: MASSACHUSETTS

## RECEIVING PARTY DATA

Name:	Restore Media, LLC
Street Address:	1000 Potomac Street, NW
Internal Address:	Suite 102
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20007
Entity Type:	Limited Liability Company: DISTRICT OF COLUMBIA

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2233068	RESTORATION & RENOVATION
Registration Number:	2268206	RESTORATION

## CORRESPONDENCE DATA

Fax Number: (202)712-7100

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2027127000

Email: jmason@bktc.net

Correspondent Name: John D. Mason

Address Line 1: 1250 Eye Street, NW

Address Line 2: Suite 600

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

06840001

NAME OF SUBMITTER:

John D. Mason

Total Attachments: 7

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# ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), made this 18 day of December, 2000, by and among E.GLEW INTERNATIONAL LTD., a Massachusetts corporation (the "Parent Company"), EGI EXHIBITIONS, INC., a Massachusetts corporation ("Seller"), and RESTORE MEDIA, LLC a Delaware limited liability company ("Restore Media").

## WITNESSETH:

WHEREAS, Seller owns and operates the Restoration & Renovation trade show (the "Trade Show") as more particularly described herein;

WHEREAS, the Parent Company is the legal and beneficial holder of all of the outstanding shares of the capital stock of Seller; and

WHEREAS, Seller desires to sell to Restore Media and Restore Media desires to purchase from Seller all of the assets and certain liabilities of Seller relating to the Trade Show.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained in this Agreement, Seller and Restore Media agree as follows:

## ARTICLE 1

### Definitions; Purchase and Sale of Trade Show Assets

1.1 Definitions. For purposes of this Agreement the following terms shall have the meaning set forth below.

1.1.1 "2001 Trade Show" means all of the Restoration & Renovation trade shows held in the year 2001, including without limitation the trade shows scheduled to be held in Washington, D.C. in January 2001 and in New Orleans, Louisiana in September 2001.

1.1.2. "Assets" shall have the meaning set forth in Section 1.2.

1.1.3 "Closing" shall have the meaning set forth in Section 1.8

1.1.4 "Closing Date" means the actual date of the Closing.

1.1.5 "Code" means the Internal Revenue Code of 1986, as it may be amended from time to time and the regulations promulgated thereunder.

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1.1.6 "Domain Names" means restoration-renovation.com, restorationandrenovation.com, restorationandrestoration.net, and restorationandrenovation.org and such other domain names as are set forth on Schedule 3.15. "Domain Names" does not include egiexhib.com.

1.1.7 "Escrow Amount" means five percent (5%) of the Purchase Price, to be held in escrow for twelve (12) months from the Closing Date pursuant to the terms of an Escrow Agreement to be entered into as of or prior to the Closing Date by and among Restore Media, Seller, and a third party escrow agent nominated by Seller and approved by Restore Media (the "Escrow Agreement").

1.1.8 "ERISA" means the Employee Retirement Income Security Act of 1974, as it may be amended from time to time, and the regulations promulgated thereunder.

1.1.9 "ERISA Affiliate" means, as applied to Seller, any corporation, person or trade or business which is a member of a group which is under common control with Seller within the meaning of Code Sections 414(b) - (o) and, if applicable, ERISA Sections 4001(a)(14) and (b).

1.1.10 "Financial Statement" shall have the meaning set forth in Section 3.4.

1.1.11 "Intellectual Property" shall have the meaning set forth in Section 3.15.

1.1.12 "Liens" shall have the meaning set forth in Section 1.2.

1.1.13 "Person" means any individual, estate, trust, partnership, limited partnership, corporation, limited liability company, joint venture or similar entity.

1.1.14 "Purchase Price" shall have the meaning set forth in Section 1.5.

1.1.15 "Related Instruments" shall have the meaning set forth in Section 2.1.3.1.

1.1.16 "Trade Show Name" means Restoration & Renovation.

1.2 Agreement to Purchase Assets. Subject to the provisions of this Agreement, on the Closing Date, Seller shall sell, convey, assign, transfer and deliver to Restore Media, and Restore Media shall purchase and acquire from Seller, a substantial portion of the assets and business of Seller consisting of the following assets (the "Assets") all as set forth on Schedule 1.2 attached hereto and incorporated herein by reference (collectively, the "Assets"), free and clear of all mortgages, liens, charges, leases, restrictions, encumbrances, pledges, covenants, attachments, security interests, tax claims and liabilities of any kind (collectively, "Liens") except as set forth on Schedule 3.3. Without limiting the generality of the foregoing, the Assets shall include: (i) all contracts, commitments, orders and other agreements listed on Schedule 3.2, (ii) all licenses, permits, waivers, consents, approvals, authorizations, qualifications, orders, certificates and applications issued to or made by the Seller in connection with the Trade Show by a governmental authority, agency, court or instrumentality thereof, (iii) all of Seller's right and title to and interest in the Trade Show Name, and all trademarks, service marks, Domain Names and copyrights or applications therefor, and all logos, existing promotional materials,

know-how, processes, confidential information and other intellectual and intangible property rights, discoveries, business methods and trade secrets, (iv) all accounts receivable relating to the 2001 Trade Show, (v) all books, files, records, logs and documents, and (vi) the telephone numbers and databases, business and goodwill of the Trade Show as a going concern. The Assets shall be acquired by Restore Media on the Closing Date. Specifically excluded from the Assets and reserved by the Seller are office furniture and equipment located in the offices of Seller; such furniture and equipment are the subject of that certain Lease and Rental Agreement entered into between Restore Media and Glew/Schuyler Real Estate Trust of even date herewith. The parties agree and acknowledge that Schedule 1.2 represents a good faith estimate of the accounts receivable for the Trade Show as of the Closing Date. After the January 2001 Trade Show, the parties agree to review any additional accounts receivable relating to the Trade Show from the period November 1, 2000 through the Closing Date, and to amend Schedule 1.2 as appropriate.

1.3 Liabilities. Except for the accounts payable set forth on Schedule 1.3 and for all future obligations under contracts assumed by Restore Media and set forth on Schedule 3.2, which Restore Media agrees to pay, Restore Media shall not acquire or assume, and Seller shall not contribute or assign or be relieved of, any of Seller's liabilities or obligations whatsoever, whether fixed, contingent or otherwise, known or unknown, including, without limitation, liabilities related to (i) ERISA; (ii) federal, state, or local tax obligations, and (iii) that certain Settlement Agreement among Seller, Ellen Glew and Echo Expo, Inc. dated May 10, 2000. The parties agree and acknowledge that Schedule 1.3 represents a good faith estimate of the accounts payable for the Trade Show and G&A as of the Closing Date. After the January 2001 Trade Show, the parties agree to review any additional accounts payable relating to the Trade Show and G&A from the period November 1, 2000 through the Closing Date, and to amend Schedule 1.3 as appropriate.

1.4 Acknowledgement of Certain Obligations. Seller and Restore Media agree and acknowledge that certain computer hardware and a postage meter ("Leased Equipment") which are essential to the Trade Show are leased by Seller from a third party. Unless and until either party gives notice otherwise to the other party, Seller agrees to make the Leased Equipment available to Restore Media for Restore Media's exclusive use, and Restore Media agrees to pay Seller the full amount of Seller's lease obligations in respect of the Leased Equipment, when and as such amounts are due. Restore Media acknowledges that Seller is furnishing the Leased Equipment on an "as is" basis, and Seller disclaims all warranties in respect of the Leased Equipment, including warranties of merchantability and fitness for a particular purpose.

1.5 Purchase Price and Payment at Closing.

(a) Subject to the Purchase Price Adjustment provided for in Section 1.6, the aggregate purchase price of the Assets shall be Eight Hundred Thousand Dollars (\$800,000) (the "Purchase Price"). The Purchase Price, less the Escrow Amount and the amount withheld pursuant to Section 1.6, shall be payable at the Closing by wire transfer of immediately available funds to Seller at such bank accounts as have been designated by Seller.

had with any third party in connection with the development and sale of any services or products of Seller.

**3.10 Labor Disputes.** Seller is not a party to any contract with any labor organization affecting the Seller, nor has Seller been requested by any labor organization to recognize such labor organization as the bargaining representative for any bargaining unit of any employees of Seller, nor has the Seller agreed to recognize any labor organization as the bargaining representative of any bargaining unit of any employees of Seller, nor has any labor organization been certified as representing any bargaining unit of any of the employees of Seller. Except as stated in Schedule 3.10, Seller does not have any knowledge of any organizational effort currently being made or threatened by or on behalf of any labor organization with respect to employees of Seller. Except as set forth in Schedule 3.10, there is neither pending nor, to Seller's knowledge, threatened any labor dispute, strike or work stoppage which affects or which may affect the Trade Show or the Assets or which may interfere with the continued operation of the Trade Show by Restore Media after the Closing. Except as disclosed in Schedule 3.10, to Seller's knowledge, neither Seller nor any agents, representatives or employees of Seller has committed any unfair labor practice as defined in the National Labor Relations Act of 1947, as amended, and there is not now pending nor, to Seller's knowledge, threatened any petition for representation or unfair labor practice charge against Seller within the jurisdiction of the National Labor Relations Board or any representative thereof. Seller agrees to hold harmless Restore Media for any and all liability incurred by Restore Media resulting from the matters set forth on Schedule 3.10.

**3.11 Employment Matters.** The payroll roster attached hereto as Schedule 3.11 is a true and complete compilation of all persons employed by or receiving compensation in any form by Seller, showing the position, wages, salary and compensation due for each such person. Seller has previously made available to Restore Media its employee manual and such manual has not been amended, rescinded or changed in any material manner.

**3.12 Corporate Records.** All material transactions to date to which Seller is or has been a party or in which it is or has been otherwise involved and which could affect the Trade Show or the Assets have been fairly reflected in its financial records and other appropriate corporate books and records.

**3.13 Exhibits.** To the best of Seller's knowledge, after due and careful inquiry, all exhibits and schedules to this Agreement, and Related Instruments given or to be given hereunder or in connection with or attached to this Agreement that have been delivered to Restore Media are true, correct and complete.

**3.14 2001 Trade Show Participants.** Seller shall deliver to Restore Media at Closing a true and complete list of the names and addresses, along with all related databases, of all participants in the 2001 Trade Show, including without limitation all exhibitors and vendors and all attendees known to Seller as of the Closing Date.

**3.15 Intellectual Property.** Schedule 3.15 hereto is a true and complete list of all Domain Names, copyrights, trademarks, trade names, service marks, patents, logos and other similar intangible property rights and interests applied for, issued to or owned by Seller, or under

which Seller is licensed, and used in the operations of the Trade Show (collectively, the "Intellectual Property"). Seller has all right, title and interest to its Intellectual Property, and such Intellectual Property does not infringe or otherwise violate the intellectual property rights of any third party, and there are no actions, or to the best knowledge of Seller, threatened actions alleging such infringement or violation.

3.16 Information. Seller has furnished and will continue to furnish to Restore Media detailed information with respect to the assets, earnings and operations of the Trade Show, and acknowledges that Restore Media has relied and will continue to rely thereon in entering into this Agreement and the Related Instruments and consummating the transactions hereunder and thereunder. To the best of Seller's knowledge after due and careful inquiry, no such information contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

3.17 Completeness of Representations and Warranties. No representation or warranty made by Seller in this Agreement or the Related Instruments or in information prepared by Seller and set forth in or furnished by Seller pursuant to this Agreement (including, without limitation, the exhibits and schedules to this Agreement) contains any untrue statement of a material fact that affects the Assets or omits to state a material fact necessary to make the statements made not misleading.

## ARTICLE 4

### Representations and Warranties of Restore Media

4.1 Representations and Warranties of Restore Media. Restore Media hereby represents and warrants to Seller, as of the date hereof, as follows:

4.1.1 Organization and Qualification. Restore Media is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware. Restore Media has the requisite power and authority to own and operate its properties and to carry on its business as now being conducted.

4.1.2 Authority.

(a) The execution, delivery and performance of this Agreement and the Related Instruments have been duly authorized by the sole Member of Restore Media and no further corporate action is necessary for Restore Media to enter into such agreements and to consummate the transaction contemplated hereby or thereby.

(b) This Agreement and the Related Instruments have been duly executed and delivered by Restore Media and constitute the valid and binding obligations of Restore Media enforceable against it in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization or other similar laws of general application relating to or affecting the enforcement of creditor's rights from time to time in effect and subject to the availability of equitable remedies.

**Copyrights, Domain Names, Trademarks, Service Marks, Patents and Similar Rights**

**Domain Names:**

restoration-renovation.com

restorationandrenovation.com

restorationandrenovation.net

restorationandrenovation.org

**Service Marks (United States)**

Restoration & Renovation

Restoration

**Service Marks (Mexico)**

Restoration



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

ATTEST/WITNESS:

Steven F. Dwyer

EGI EXHIBITIONS, INC.

By:

Ellen J. Glew  
Ellen Glew, President

ATTEST/WITNESS:

Steven F. Dwyer

E. GLEW INTERNATIONAL, LTD.

By:

Ellen J. Glew  
Ellen Glew, President

ATTEST/WITNESS:

Steven F. Dwyer

RESTORE MEDIA, LLC

By:

Michael J. Tucker  
Michael J. Tucker, Chairman

And:

Peter H. Miller  
Peter H. Miller, President