



TRADE

11-04-2003



Tab settings

To the Director of the United States Patent and Trademark Office

Documents or copy thereof.

1. Name of conveying party(ies):

Thompson Site Selection Research, Inc.

10/29/03

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: January 6, 2003

102591679

Name and address of receiving party(ies):

Name: MapInfo Corporation

Internal Address:

Street Address: One Global View

City: Troy State: NY ZIP: 12180

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

76/350,989

B. Trademark Registration No.(s)

2,699,782

Additional numbers

Yes No

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

Name: Suzanne E. Wilson

Internal Address: Jaeckle Fleischmann & Mugel, LLP

Ellwanger & Barry Building

Street Address: 39 State Street, Suite 200

City: Rochester State: NY ZIP: 14614

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

2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

10-0223

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.

Suzanne E. Wilson

Name of Person Signing

Suzanne E. Wilson
Signature

10/29/03
Date

11/04/2003 ECOOPER 00000013 100223 76350989

Total number of pages including cover sheet, attachments, and

13

01 FC:8521 40.00 DA
02 FC:8522 25.00 DA

Mail documents to be recorded with required cover sheet information to:

Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

Execution Copy

ASSET PURCHASE AGREEMENT

dated as of January 6, 2003

among

Thompson Site Selection Research, Inc.,

Certain Stockholders of Thompson Site Selection Research, Inc.

and

MapInfo Corporation

"2003 Contingent Payment" shall have the meaning set forth in Section 1.3(b)(i) of this Agreement.

"2004 Contingent Payment" shall have the meaning set forth in Section 1.3(b)(ii) of this Agreement.

"2003 Targeted Amount" shall mean \$2,000,000; provided, however, that if the Closing Date is after January 6, 2003, then the 2003 Targeted Amount shall be reduced by \$5,479.40 per day beginning on January 6, 2003 and ending on the day immediately prior to the Closing Date (example: if the Closing Date is January 13, 2003, the 2003 Targeted Amount will be \$1,961,644.20).

"2004 Targeted Amount" shall mean the greater of (i) \$2,000,000 or (ii) the 2003 Operating Income; provided, however, that if the Closing Date is after January 6, 2003, then, solely for purposes of this definition of "2004 Targeted Amount," the 2003 Operating Income shall be deemed to be (A) the actual 2003 Operating Income plus (B) (1) the actual 2003 Operating Income divided by the number of days from the Closing Date through December 31, 2003, inclusive, multiplied by (2) the number of days from January 1, 2003 through the day immediately prior to the Closing Date, inclusive.

"AAA" shall mean the American Arbitration Association.

"Accountant" shall mean an accountant, generally a member of the dispute resolution group, at a mutually agreed accounting firm.

"Acquired Assets" shall mean all of the assets, properties and rights of the Seller existing as of the Closing (including without limitation assets transferred from any Subsidiary to the Seller as contemplated by Section 5.2(m)), excluding only the Excluded Assets. The Acquired Assets will include without limitation:

(a) all trade and other accounts receivable (net of customer deposits) and notes and loans receivable that are payable to the Seller, and all rights to unbilled amounts for

products delivered or services provided, together with any security held by the Seller for the payment thereof;

(b) all computers, machinery, equipment, tools and tooling, furniture, fixtures, supplies, leasehold improvements, other tangible personal property and any other fixed assets (within the meaning of GAAP);

(c) all real property, leaseholds and subleaseholds in real property, and easements, rights-of-way and other appurtenants thereto;

(d) all Intellectual Property, including without limitation the names Thompson Site Selection Research, Inc., Thompson Associates and AnySite Technologies LLC;

(e) all rights under Assigned Contracts;

(f) all claims, prepayments, deposits, refunds, causes of action, choses in action, rights of recovery, rights of setoff and rights of recoupment (including without limitation customer and real estate deposits);

(g) all Permits;

(h) all books, records, accounts, ledgers, files, documents, correspondence, lists (including customer and prospect lists), employment records, manufacturing and procedural manuals, Intellectual Property records, sales and promotional materials, studies, reports and other printed or written materials; and

(i) all inventory.

"Acquired Current Assets" shall mean all of the Acquired Assets listed in subparagraphs (a), (f) and (i) of the definition of Acquired Assets set forth herein (excluding cash), and any other assets of the Seller included in the Acquired Assets that constitute current assets under GAAP (including without limitation any such current assets transferred from any Subsidiary to the Seller as contemplated by Section 5.2(m)).

(g) those assets listed on Schedule 1.1(b) hereto.

"Expected Claim Notice" shall mean a notice that, as a result of a legal proceeding instituted by or written claim made by a third party, an Indemnified Party reasonably expects to incur Damages for which it is entitled to indemnification under Article VII.

"Financial Statements" shall mean:

(a) the consolidated balance sheets and statements of income, changes in stockholders' equity and cash flows of the Seller as of the end of and for each of the last three fiscal years, reviewed by the Seller's independent auditors pursuant to SAS 71, and

(b) the Most Recent Balance Sheet and the unaudited consolidated statements of income, changes in stockholders' equity for the 11 months ended as of the Most Recent Balance Sheet Date.

"Final Closing Balance Sheet" shall mean the balance sheet determined pursuant to the procedures set forth in Section 1.7(b).

"First Earnout Period" shall mean the period commencing on the Closing Date and ending on December 31, 2003, inclusive.

"GAAP" shall mean United States generally accepted accounting principles.

"Governmental Entity" shall mean any court, arbitrational tribunal, administrative agency or commission or other governmental or regulatory authority or agency.

"Indemnified Party" shall mean a party entitled, or seeking to assert rights, to indemnification under Article VII of this Agreement.

"Indemnifying Party" shall mean the party from whom indemnification is sought by the Indemnified Party.

"Intellectual Property" shall mean all:

(a) patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, reexamination, utility model, certificate of invention and design patents, patent applications, registrations and applications for registrations;

(b) trademarks, service marks, trade dress, Internet domain names, logos, trade names and corporate names and registrations and applications for registration thereof;

(c) copyrights and registrations and applications for registration thereof;

(d) mask works and registrations and applications for registration thereof;

(e) computer software, data and documentation;

(f) inventions, trade secrets and confidential business information, whether patentable or nonpatentable and whether or not reduced to practice, know-how, manufacturing and product processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information;

(g) other proprietary rights relating to any of the foregoing (including remedies against infringements thereof and rights of protection of interest therein under the laws of all jurisdictions); and

(h) copies and tangible embodiments thereof.

"Internal Systems" shall mean the internal systems of the Seller and the Subsidiaries that are used in its business or operations, including computer hardware systems, software applications and embedded systems.

"Key Employees" shall mean Robert W. Buckner, David L. Huntoon, Robert F. Kennedy, James D. Root, James A. Swanson and Mark E. Zygmuntowicz.

"Lease" shall mean any lease or sublease pursuant to which the Seller and any Subsidiary leases or subleases from another party any real property.

"Third Party Action" shall mean any suit or proceeding by a person or entity other than a Party for which indemnification may be sought by a Party under Article VII.

"Unresolved Objections" shall have the meaning set forth in Section 1.7(b)(ii).

"Working Capital" shall mean the figure derived by subtracting from the Acquired Current Assets a sum equal to the Assumed Liabilities (up to \$270,000).

"Working Capital Adjustment" shall mean the amount by which the "Working Capital" is higher or lower than \$2,774,200.00. If the "Working Capital" is \$2,774,200.01 or higher, then the "Working Capital Adjustment" will be a positive number. If the Working Capital is \$2,774,199.99 or lower, then the "Working Capital Adjustment" will be a negative number.

ARTICLE I THE ASSET PURCHASE

1.1 Purchase and Sale of Assets; Employees.

(a) Upon and subject to the terms and conditions of this Agreement, the Buyer shall purchase from the Seller, and the Seller shall sell, transfer, convey, assign and deliver to the Buyer, at the Closing, for the consideration specified below in this Article I, all right, title and interest in, to and under the Acquired Assets. The Acquired Assets listed in subparagraphs (a), (b), (c), (d), (f), and (i) of the definition of Acquired Assets are listed on Schedule 1.1(a) attached hereto.

(b) Notwithstanding the provisions of Section 1.1(a), the Acquired Assets shall not include the Excluded Assets.

(c) The Buyer shall be required to offer employment to each employee of the Seller and the Subsidiaries listed on Schedule 1.1(c) attached hereto, at the rate of base pay set forth on Schedule 1.1(c), with such employment terminable at the will of the Buyer and on such other terms and conditions as are set forth on Schedule 1.1(c) or as the Buyer may determine in its sole discretion. To the extent permitted by law and the terms of the Buyer's employee benefit

sale of stock, sale of assets or similar business transaction involving the Seller, any Subsidiary or any division of the Seller, (ii) furnish any information concerning the business, properties or assets of the Seller, any Subsidiary or any division of the Seller to any person or entity (other than the Buyer) or (iii) engage in discussions or negotiations with any person or entity (other than the Buyer) concerning any such transaction.

(b) The Seller shall immediately notify any person or entity with which discussions or negotiations of the nature described in paragraph (a) above were pending that the Seller is terminating such discussions or negotiations. If the Seller or any Subsidiary receives any inquiry, proposal or offer of the nature described in paragraph (a) above, the Seller shall, within one (1) business day after such receipt, notify the Buyer of such inquiry, proposal or offer, including the identity of the other party thereto and the terms of such inquiry, proposal or offer.

4.8 Bulk Transfers Law. The Buyer and the Seller (on behalf of itself and the Subsidiaries) each hereby waive compliance with the provisions of any applicable bulk transfer statute (subject to the indemnity provided for in Article VII).

ARTICLE V CONDITIONS TO CLOSING

5.1 Conditions to Obligations of each Party. The respective obligations of each Party to consummate the transactions contemplated by this Agreement to be consummated at the Closing are subject to the satisfaction of the following condition:

(a) the sale of the Acquired Assets by the Seller to the Buyer as contemplated by this Agreement shall have received the Requisite Stockholder Approval.

5.2 Conditions to Obligations of the Buyer. The obligation of the Buyer to consummate the transactions contemplated by this Agreement to be consummated at the Closing is subject to the satisfaction of the following additional conditions:

(a) the Seller shall have obtained at its own expense (and shall have provided copies thereof to the Buyer) (i) all of the waivers, permits, consents, approvals or other

(j) the Buyer shall have received such other certificates and instruments (including certificates of good standing of the Seller in its jurisdiction of organization, certified charter documents, certificates as to the incumbency of officers and the adoption of authorizing resolutions) as it shall reasonably request in connection with the Closing;

(k) each of the Key Employees shall have entered into Non-Competition and Non-Solicitation Agreements with the Buyer in the form set forth as Exhibit F and such agreements shall have remained in full force and effect;

(l) the Seller shall have executed and delivered the Ancillary Agreements to which it is a party; and

(m) each Subsidiary shall have transferred to the Seller all of the Acquired Assets and Assumed Liabilities owned by such Subsidiary pursuant to instruments of assumption and contribution in the form set forth as Exhibit G.

5.3 Conditions to Obligations of the Seller. The obligation of the Seller to consummate the transactions contemplated by this Agreement to be consummated at the Closing is subject to the satisfaction of the following additional conditions:

(a) the representations and warranties of the Buyer set forth in the first sentence of Section 3.1 and in Section 3.2 and any representations and warranties of the Buyer set forth in this Agreement that are qualified as to materiality shall be true and correct in all respects, and all other representations and warranties of the Buyer set forth in this Agreement shall be true and correct in all material respects, in each case as of the date of this Agreement and as of the Closing as though made as of the Closing, except to the extent such representations and warranties are specifically made as of a particular date (in which case such representations and warranties shall be true and correct as of such date);

(b) the Buyer shall have performed or complied with its agreements and covenants required to be performed or complied with under this Agreement as of or prior to the Closing or the Seller shall have waived such performance or compliance;

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

MAPINFO CORPORATION

By: [Signature]
Title: VP/CO

THOMPSON SITE SELECTION RESEARCH, INC.

By: [Signature]
Title: President

The following Principal Stockholders hereby execute this Agreement for the limited purpose of agreeing to and becoming bound by the provisions of Section 1.4, Section 1.5(b)(vii), Article II, Section 4.3(c), Section 4.7, Section 5.2(k), Section 6.1, Article VII and Article IX hereof.

[Signature]
Robert W. Buckner

[Signature]
David L. Huntoon

[Signature]
Robert F. Kennedy

[Signature]
James D. Root

[Signature]
James A. Swanson

[Signature]
Mark E. Zygmuntowicz

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

MAPINFO CORPORATION

By: [Signature]
Title: CEO/CTO

THOMPSON SITE SELECTION RESEARCH, INC.

By: [Signature]
Title: President

The following Principal Stockholders hereby execute this Agreement for the limited purpose of agreeing to and becoming bound by the provisions of Section 1.4, Section 1.5(b)(vii), Article II, Section 4.3(c), Section 4.7, Section 5.2(k), Section 6.1, Article VII and Article IX hereof.

Robert W. Buckner

David L. Huntoon

Robert F. Kennedy

James D. Root

[Signature]
James A. Swanson

Mark E. Zygmuntowicz

**Thompson Associates
Purchase Agreement
Schedule 1.1(a)
Acquired Assets**

Acquired Assets as of 11/30/2002

a) Receivables (please refer to Schedule 2.15 for detailed receivables)	\$3,994,568
b) Fixed Assets:	
• Furniture, Fixtures, Equipment	\$2,427,147
Less: Accumulated Depreciation (through 12/30/02)	\$1,497,126
Adjusted Basis	\$930,021

(the fixed assets are described in detail in the attached schedules entitled "Thompson Associates Depreciation Expense Report" and "AnySite Technologies LLC Fixed Asset Summary Report as of 12/31/02")

c) Real Property ---

d) Intellectual Property (please refer to Schedule 2.13 (a) for a list of all registered trademarks, copyrights, domain name registrations, patents and patent applications). All copyrights owned by Thompson Site Selection Research, Inc. and AnySite Technologies, LLC are included in Acquired Assets.

e) All rights under Assigned Contracts (please refer to Schedule 2.14 (a))

f) Prepaid Expenses (as of 11/30/02) \$189,030

Prepaid Expenses (as of 11/30/02)

Thompson Site Selection Research, Inc.

Various Maintenance Contracts	\$4,908
Various Software Licensing Agreements	\$11,110
Marketing Materials	\$5,969
Deferred Charges	\$46,062

AnySite Technologies, LLC

Royalties	\$79,987
Rent	\$16,514

M. DL

**Thompson Associates
Purchase Agreement
Schedule 2.13(a)
Trademarks, Copyrights, and Domain Name Registrations**

<u>Trademarks</u>	<u>Serial Number</u>
Anysite.com	75-742394
AnySite Professional	75-742396
AnySite LE	75-742344
AnySite Web	75-742345
AnySite Enterprise	75-742393
Anyreport	75-742395
Anydrive	75-742346
Location Centric Business Intelligence	75-742343
Anycoverage.com	75-742392
Thompson Associates	Trademark pending
Predictive Analytics	Trademark pending
AnySite	Registration No. 1,937,215

There are no copyright registrations, patents or patent applications owned by Seller.

Y. DLT
D.