

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement (evidencing transfer of assets from "Company" to "Buyer")

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Frontline Communispond, Inc. ("Company"); and Frontline Group Operating Company, Inc. (Stockholder)		05/06/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	I.I.R. BV, a Netherlands company; and IIR Communispond, Inc. ("Buyer")
Street Address:	708 3rd Ave., 4th Fl.
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1701237	COMMUNICATING FOR IMPROVED PERFORMANCE
Registration Number:	1293358	COMMUNISPOND
Registration Number:	1313394	COMMUNISPOND
Registration Number:	1712851	EXECUTIVE PRESENTATION SKILLS
Registration Number:	1616116	SOCRATIC SELLING SKILLS

CORRESPONDENCE DATA

Fax Number: (312)827-8185
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-781-6013
 Email: trademarks@bellboyd.com
 Correspondent Name: Kathryn Starshak, Esq.
 Address Line 1: P.O. Box 1135
 Address Line 4: Chicago, ILLINOIS 60690-1135

CH \$140.00 1701237

NAME OF SUBMITTER:	Kathryn Starshak
Signature:	/kathryn starshak/
Date:	02/28/2005

Total Attachments: 11

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated May 6, 2002, by and among Frontline Communispond Inc., a Delaware corporation (the "Company"), Frontline Group Operating Company, Inc., a Delaware corporation and sole stockholder of the Company ("Stockholder") and I.I.R. B.V., a company duly incorporated under the laws of the Netherlands ("IIR") and IIR Communispond, Inc., a Delaware corporation ("Buyer").

WITNESSETH:

WHEREAS, the Company is in the business of communications and sales presentation training (the "Business");

WHEREAS, the Stockholder owns all of the issued and outstanding shares of the Company;

WHEREAS, Buyer desires to enter into a certain employment, non-compete and non-solicitation agreement (the "Employment Agreement") with Sharon Daniels and Company and Stockholder hereby waive all claims, actions, causes of action, judgments, rights, damages, charges, liabilities and demands of any nature whatsoever, whether known or unknown, arising out of or related to the non-solicitation and non-compete provisions in Ms. Daniels' Employment Agreement and further, Seller acknowledges it is solely responsible for any payment owing Ms. Daniels upon said change in control;

WHEREAS, Sharon Daniels desires to enter into such Employment Agreement upon and subject to the terms and conditions contained in this Agreement and in the Employment Agreement, as applicable; and

WHEREAS, the Company desires to sell to Buyer, and Buyer desires to purchase from the Company, substantially all of the tangible and intangible assets and business of the Company, on the terms and conditions and for the consideration provided herein.

WHEREAS, the Buyer also desires to assume certain liabilities of the Company on the terms and conditions as provided herein;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

TRADEMARK

REEL: 003036 FRAME: 0214

ARTICLE 1
Definitions

1.1 **General** . All Article and Section numbers, and Exhibit and Schedule references used in this Agreement refer to Articles and Sections of this Agreement, and Exhibits and Schedules attached hereto or delivered simultaneously herewith, unless otherwise specifically stated. Any of the terms defined in this Agreement may be used in the singular or the plural. In this Agreement, unless otherwise specifically stated, "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, paragraph or clause in which the word appears; and words importing any gender include the other genders.

1.2 **Defined Terms** . For purposes of this Agreement, including the Exhibits and Schedules, the following defined terms have the meanings set forth in this Section.

"Accounts Receivable" means all of the outstanding accounts, notes and other receivables of the Company relating to the Business, including, without limitation, the outstanding accounts receivable and all unbilled fees for services rendered or products sold prior to the Effective Time (including the name, address and contact at the account) of the Company relating to the Business as of the Effective Time, excluding the Retained Assets on Exhibit 1B.

"Acquisition Proposal" has the meaning given such term in Section 8.05.

"Affiliate" of any specified Person at the time at which such status is being determined, means a Person that at such time, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified. "Control" of a specified entity means the direct or indirect possession of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise, and in any event shall include ownership, directly or indirectly through one or more intermediaries, of voting securities or other equity interests of such entity having a majority of the voting power of the voting securities or other equity interests of such entity.

"Agreement" means this Asset Purchase Agreement.

"Assets" has the meaning given such term in Section 2.01(a).

"Assumed Contracts" means all the contract and agreements of the Company set forth on Schedule 5.05(b).

"Assumed Liabilities" has the meaning given such term in Section 2.02.

"Bank Consent" means the consent of Buyer Group's principal lenders.

"Business" has the meaning given such term in the recitals hereto.

"Business Day" means a day that is not a Saturday or Sunday, nor a day on which banks are generally closed in New York City.

"Buyer" has the meaning given such term in the recitals hereto.

"Buyer Claimants" has the meaning given such term in Section 14.02.

"Buyer Entity" means a member of the Buyer Group.

"Buyer Group" means, collectively, Buyer and its Affiliates.

"Certificate of Amendment" has the meaning given such term in Section 8.04.

"Claim" means any claim, demand, suit, action or proceeding.

"Claimant" has the meaning given such term in Section 14.04.

"Closing" means the actions to be taken by the parties described in Section 3.03.

"Closing Date Net Current Assets" means the aggregate amount, as of the Valuation Time, of the Company's Net Current Assets.

"Closing Date" means the date on which the Closing takes place.

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

"Company" has the meaning given such term in the recitals hereto.

"Company Grants" has the meaning given such term in Section 5.14(d).

"Company Infringement" has the meaning given such term in Section 5.14(h).

"Company IP" has the meaning given such term in Section 5.14(a).

"Company Plan" means any Employee Benefit Plan (1) established, maintained, sponsored or contributed to (or with respect to which any obligation to contribute has been undertaken) by the Company or any ERISA Affiliate on behalf of any employee, director or member of the Company (whether current, former or retired) or their beneficiaries or (2) with respect to which the Company or any ERISA Affiliate has or has had any obligation on behalf of any such employee, director, shareholder or beneficiary.

"Competing Business" has the meaning given such term in Section 7.01(a).

"Covered Parties" has the meaning given such term in Section 8.05.

"Damages" means any and all penalties, fines, damages (excluding consequential and punitive damages), liabilities, losses, costs or expenses (including reasonable Litigation Expenses).

"Employee Benefit Plan" means any "employee benefit plan" (as defined under Section 3(3) of ERISA) and any other health, life, vacation, bonus, deferred compensation, pension, retirement, stock purchase, stock appreciation, severance, post-retirement, individual employment, consulting, retention or change in control or any other employee benefit plan, agreement, trust fund, policy, arrangement or practice (written or unwritten, insured or uninsured).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means any entity that would be deemed a "single employer" with any Company Entity under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA.

"Financial Statements" means (i) the reviewed, unaudited balance sheet of the Company as of December 31, 2001 and the related reviewed, unaudited consolidated statements of operations, stockholders' equity and cash flows for the fiscal year 2001, together with a true and correct copy of the report by Lattimore, Black, Morgan and Cain; (ii) the unaudited balance sheet of the Company as of December 31, 2000 and the related unaudited consolidated statements of operations, stockholders' equity and cash flows for fiscal year 2000 and (iii) the unaudited balance sheets of the Company and its consolidated subsidiaries as of March 31, 2001 and March 31, 2002, respectively, and the related unaudited consolidated statements of operations, stockholders' equity and cash flow for the three months then ended.

"GAAP" means the generally accepted accounting principles for financial reporting in the United States consistently applied.

"Governmental Authority" means an entity, whether domestic or foreign, exercising executive, legislative, judicial, regulatory or administrative functions of government, including, but not limited to, agencies, departments, boards, commissions, or other instrumentalities.

"Income Tax Regulations" means the rules and regulations promulgated by the Internal Revenue Service (the "IRS") pursuant to the Code.

"Indemnitor" has the meaning given such term in Section 14.04(a).

"Intellectual Property" has the meaning given such term in Section 5.14.

"Knowledge" means actual knowledge of the Company's officers and directors, including Mary Howard, Sharon Daniels and Valentine McGovern, on the date of this Agreement or on the Closing Date, as applicable.

"Lease" has the meaning given such term in Section 5.05(a).

"Leased Real Property" means those parcels of leased real property used in the Business.

"License Agreements" has the meaning given such term in Section 5.14(b).

"Licensed IP" has the meaning given such term in Section 5.14(b).

"Lien" means any mortgage, pledge, hypothecation, security interest, agreement to sell, option to buy, right of first refusal, title retention device, restriction on transfer, or other lien or encumbrance, including any of the foregoing arising under a deed of trust or indenture.

"Litigation Expenses" means reasonable attorneys' fees and other costs and expenses incident to investigations or proceedings respecting, or the prosecution or defense of, a Claim.

"Material Adverse Effect" shall mean a material adverse effect on the business, prospects, assets, operations or financial condition of the Company.

"Material Permits" has the meaning given such term in Section 5.13(b).

"Net Current Assets" means current assets being acquired minus current liabilities being assumed and determined in accordance with GAAP and less one-hundred (100%) of Accounts Receivable greater than ninety (90) days and inter-company assets and liabilities and any retained assets and liabilities.

"Other Contracts" has the meaning given such term in Section 2.04.

"OTS Software" has the meaning given such term in Section 5.14(c).

"Permits" has the meaning given such term in Section 5.13(b).

"Permitted Liens" means (a) Liens for Taxes which are not due and payable or which may thereafter be paid without penalty, or which are being contested in good faith by appropriate proceedings; (b) mechanics', materialmen's, workers', repairmen's, warehousemen's, carriers' and other similar Liens for amounts which are not yet due and payable, or which may be paid without penalty, or which are being contested in good faith by appropriate proceedings; (c) Liens in favor of certain equipment lessors to the extent such Liens relate to leased personal property; and (d) any Liens which individually or in the aggregate will not have or will not reasonably be expected to have a Material Adverse Effect.

"Person" means any individual, partnership, firm, trust, association, corporation, joint venture, unincorporated organization, other business entity or Governmental Authority.

"Purchase Price" has the meaning given such term in Section 2.06.

"Retained Assets" means any of the Company's right, title and interest in (a) the Company's minutes, tax returns, stock ledgers and other records having to do solely with the Company's organization and/or capitalization (provided, however, the Company will provide Buyer with a copy thereof upon Buyer's reasonable request); (b) any rights to any of the Company's claims for any federal, state or local tax refunds; (c) any rights which accrue or will accrue to the Company under this Agreement or the transaction contemplated hereby; (d) all Company Plans other than those included in the calculation of Net Current Assets and listed on the disclosure schedules to this Agreement and reflected on the Financial Statements of the Company; and (e) all assets, if any, listed on Exhibit 1B hereto.

"Retained Liabilities" means all of the Company's liabilities or obligations other than Assumed Liabilities.

"Scheduled Closing Date" has the meaning given such term in Section 3.01.

"Seller Claimants" has the meaning given such term in Section 14.03(a).

"Software Licenses" has the meaning given such term in Section 5.14(c).

"Stockholder Representative" means the Person designated by the Stockholder for purposes of Section 4.02.

"Subsidiaries" of a party means any corporation or other organization, whether incorporated or unincorporated, of which at least a majority of the securities or interests having power to elect at least a majority of the board of directors or other Person performing similar functions, or having power to manage such organization, is directly or indirectly owned or controlled by such party and/or one or more of its Subsidiaries.

"Tangible Assets" means all of the tangible assets of the Company used in the Business, including, without limitation, all machinery, office and other equipment, furniture, fixtures, leasehold improvements, inventory, hardware, computers and related equipment, business machines, parts and accessories.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Taxes" means all federal, state, county, local, foreign and other taxes (including, without limitation, income, profits, premium, estimated, excise, sales, use, occupancy, gross receipts, franchise, ad valorem, severance, capital levy, production, transfer, withholding, employment

and payroll related and property taxes, import duties and other governmental charges and assessments), whether attributable to statutory or nonstatutory rules and whether or not measured in whole or in part by net income, and including, without limitation, interest, additions to tax or interest, charges and penalties with respect thereto.

"Terminating Buyer Breach" has the meaning given such term in Section 13.01(d).

"Terminating Company Breach" has the meaning given such term in Section 13.01(c).

"Tradenames" has the meaning given such term in Section 5.14(e).

"Transaction Documents" means this Agreement, the Transitional Services Agreement, and the transfer and assumption documents to be executed at or before the Closing pursuant to Section 3.03 and any other document or instrument executed or delivered pursuant hereto or in connection with the Closing.

"Transferred Employee" has the meaning given such term in Section 12.01.

"Valuation Time" means 11:59 p.m. local time on April 30, 2002.

ARTICLE 2 Purchase and Sale

2.01 Sale of Assets; Retained Assets

(a) On the Closing Date, the Company shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire and accept from the Company, all right, title and interest of the Company in and to all of the assets, rights and properties that are owned or leased by the Company, other than the Retained Assets (collectively, the "Assets"), including, without limitation:

- (i) the Tangible Assets;
- (ii) the Assumed Contracts;
- (iii) the Intellectual Property of the Company;
- (iv) the books, records (excluding the minute books, stock ledgers and tax records), general ledgers and other data relating to the Business;
- (v) the Accounts Receivable;
- (vi) all deposits and prepaid expenses of the Company;

those locations set forth on Schedule 5.14 and all other Web sites (including, without limitation, all forms, images, photographs, graphics and graphic user interfaces, artwork, animation, video, audio, sound recordings, databases, scripts, names, likenesses, testimonials and all other text and content in whatever media that is viewable on or otherwise accessed through the Web sites), all HTML elements that express or otherwise relate to the Web sites, and all computer programs, control panels, surcharge calculators, data files and data bases, notes, marginalia, flow charts, schema, hypermaps, wireframes and diagrams and software documentation.

(a) The Intellectual Property comprises all intellectual property and intellectual property rights necessary for or used in the Business as currently conducted. Except for Licensed IP and OTS Software, the Company is the sole and exclusive owner of the Intellectual Property free and clear of all Liens ("Company IP"). All Company IP has been (i) developed, created or invented by Company's employees in the normal course of their employment or (ii) acquired by Company from third parties pursuant to valid and enforceable acquisition agreements, assignments and/or work-for-hire agreements. Schedule 5.14(a) attached hereto is a true and correct list of all Company IP in respect of which Company has registered or applied for registration including without limitation all trademark, copyright and patent registrations and registration applications. All registrations disclosed on Schedule 5.14(a) are valid, subsisting and in full force and effect.

(b) Schedule 5.14(b) is a true and correct list of all Intellectual Property that Company uses and/or has a right to use under license or other authorization from a third party ("Licensed IP"). Schedule 5.14(b) also sets forth the name and address of the grantor with respect to each item of License IP ("License Agreements").

(c) Schedule 5.14(c) is a true and correct list of all off-the-shelf software that is used by Company ("OTS Software"). All OTS software is generally commercially available through purchase of a shrink-wrap or click-wrap or other similar type of license agreement ("Software Licenses"). The Company has valid, royalty free and fully-paid Software Licenses for all of the OTS Software.

(d) Schedule 5.14(d) attached hereto sets forth a true and correct list of all agreements pursuant to which Company grants to any one or more third parties the license, sublicense, right, authorization or other consent to access and/or use, for whatever purpose, any part or all of the Company IP, Licensed IP or OTS Software (the "Company Grants"). Schedule 5.14(d) also sets forth the name and address of the grantee and a summary of the material terms and conditions of each Company Grant.

(e) Schedule 5.14(e) attached hereto lists all of the Company's registered and unregistered tradenames, service names and/or assumed names (collectively "Tradenames") that Company currently uses, intends to use or has used in connection with the Business.

(f) Company has taken all measures commercially reasonably necessary to maintain and protect its right, title and/or interest in and to each item of Intellectual Property. Expressly but without limiting the generality of the foregoing, the Company has taken all

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

STOCKHOLDER:

**Frontline Group Operating Company, Inc.,
a Delaware corporation**

By: Mary M Howard
Name: Mary M. Howard
Title: VP & Secretary

BUYER:

I.I.R. B.V.

By: _____
Name: _____
Title: _____

IIR COMMUNISPOND INC.

By: _____
Name: _____
Title: _____

COMPANY:

FRONTLINE COMMUNISPOND, INC., a Delaware corporation

By: Mary M Howard
Name: Mary M. Howard
Title: VP & Secretary

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

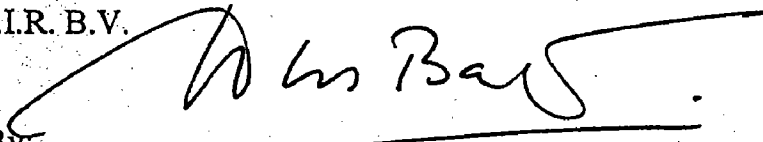
STOCKHOLDER:

**Frontline Group Operating Company, Inc.,
a Delaware corporation**

By: _____
Name: _____
Title: _____

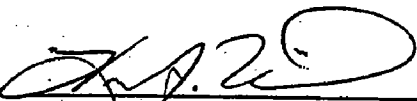
IIR:

I.I.R. B.V.


By: _____
Name: BAS TER BALUT
Title: DIRECTOR

BUYER

IIR COMMUNISPOND INC.

By:  _____
Name: KRIS KINKADE
Title: SECRETARY

COMPANY:

FRONTLINE COMMUNISPOND, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

SCHEDULE 5.14 (a)

INTELLECTUAL PROPERTY

Country	Reference#	Filed	Appl#	Regdt	Reg#	Status	Classes
COMMUNICATING FOR IMPROVED PERFORMANCE							
United States	COM6	06/04/1991	74-173,016	07/14/1992	1,701,237	Registered	041
COMMUNISPOND							
Hong Kong	COM3	9/14/2000	4522/1977	09/14/2000	4522/1977	Registered	041
United States	COM8	12/16/1983	73-466-797	01/08/1985	1,313,394	Registered	016
United States	COM9	01/20/1983	73-410, 161	09/14/1984	1,293,358	Registered	041
EXECUTIVE PRESENTATION SKILLS							
United States	COM5	06/04/1991	74-173,665	09/01/1992	1,712,851	Registered	041
SELLING ON PAPER							
United States	COM1	12/16/1993	74-471, 866	11/15/1994	1,862,850	Abandoned	041
SOCRATIC SELLING SKILLS							
United States	COM	05/05/1989	73-797,919	10/02/1990	1,616,116	Registered	041
SPEAK AS WELL AS YOU THINK							
United States	COM7	08/07/1990	74-085,700	07/16/1991	1,651,092	Abandoned	041
SPEAKING ON PAPER							
United States	COM2	01/25/1982	73-347,110	11/02/1982	1,215,327	Registered	041
THE SOCRATIC SALES CURRICULUM							
United States	COM4	12/16/1993	74-471,483	07/04/1995	1,903,994	Abandoned	041

Country	Mark	Application #	Registration #	Status
Australia	Communispond		A441788	Registered
Australia	TDI Logo			Abandoned
Benelux	Communicating for Improved Performance		519512	Registered
Benelux	Communispond (Cl. 41)		616055	Registered
Benelux	Communispond (Cl. 16)		418163	Registered
Benelux	Executive Presentation Skills		519523	Registered
Benelux	Socratic Selling Skills - (one file)		461127	Abandoned
Benelux	Socratic Selling Skills - (for both)		478651	Registered
Benelux	TDI Logo		420249	Abandoned
Canada	Communispond		338500	Registered
Canada	TDI Logo		338496	Registered
China	Communispond		333492	Registered
China	Communispond		1362378	Registered
Denmark	Communispond		3729/1987	Registered
Denmark	TDI Logo		1185/1987	Abandoned
Finland	Communispond		102492	Registered
France	Communispond		1348125	Registered
France	TDI Logo		1342101	Abandoned
Germany	Communispond		1100275	Registered
Germany	Socratic Selling Skills			Abandoned
Hong Kong	Communispond (Cl. 16)		2342	Registered
Hong Kong	Communispond (Cl. 41)		4522/97	Registered
Japan	Communispond		2001586	Registered
Japan	Communispond		4256752	Registered
Japan	Executive Communication		2001588	Registered