

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):
DERRYDALE PRESS, INC.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

Execution Date: 02/19/1999

2. Name and address of receiving party(ies)

Name: MADISON BOOKS, INC.

Internal Address: Suite 200

Street Address: 4501 Forbes Blvd.

City: Lanham State: MD Zip: 20706

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

B. Trademark Registration No.(s) 1,523,459

Additional number(s) attached Yes No

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

Name: Darren W. Collins

Internal Address: Patton Boggs LLP
Suite 3000

Street Address: 2001 Ross Avenue

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

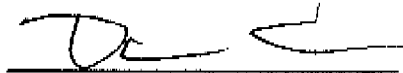
8. Deposit account number:

50-2816

DO NOT USE THIS SPACE

9. Signature.

Darren W. Collins
Name of Person Signing


Signature

February 18, 2005
Date

Total number of pages including cover sheet, attachments, and document: 6

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

CH \$40.00 502816 1523459

**Recordation Form Cover Sheet
Continuation Sheet for Item 1**

Name of Conveying Parties:

First National Bank of Clarksdale, Mississippi

Entity Type:

Other- Bank

ASSET PURCHASE AGREEMENT

BETWEEN

DERRYDALE PRESS, INC.

("SELLER")

AND

MADISON BOOKS, INC.

("BUYER")

FEBRUARY 19, 1999

ASSET PURCHASE AGREEMENT

THIS IS AN ASSET PURCHASE AGREEMENT, dated as of February 19, 1999, between Derrydale Press, Inc. ("Seller") and Madison Books, Inc. ("Buyer") and First National Bank of Clarksdale, Mississippi ("First National").

WHEREAS, Seller desires to sell and Buyer desires to purchase, all of Seller's right, title and interest in and to certain of Seller's business and assets, consisting of Seller's publishing business and certain assets of Seller's publishing company known as Derrydale Press, Inc. and said business being sometimes herein referred to as the "Business"; and

WHEREAS, Buyer shall be responsible for the non-financial provisions and obligations hereof, with respect to acquisition and proper use of the "Derrydale Press" tradename; and

WHEREAS, Buyer shall be Seller's successor in the Business; and

WHEREAS, Buyer desires to assume only those liabilities of Seller explicitly provided for herein; and

WHEREAS, the assets are currently pledged by Seller to First National as security for a loan.

NOW, THEREFORE, the parties hereby agree as follows:

Article I Sale and Purchase; Closing

1.1 **Transfer**. Upon the terms and subject to the conditions set forth herein, Seller shall sell to Buyer, and Buyer shall purchase from Seller, at the Closing (hereinafter defined), all of Seller's right, title, and interest in and to the following assets ("Assets"), and only the following assets, of the Business:

(e) U.S. and foreign copyrights (including the copyrights to the titles listed in the current catalogs of the Business, copies of which catalogs have previously been furnished to Buyer), rights to renew copyrights and copyright renewals, trademarks, tradenames, logos and service marks, including without limitation the name and mark "Derrydale Press," registrations and applications for the foregoing, licenses with respect to the foregoing, imprints, logos, colophons, series titles, published and unpublished manuscripts, and other such like property. The Assets also include any property and related Intellectual Property Rights (hereinafter defined) similar in nature and acquired by Seller in connection with the Business prior to the Closing Date.

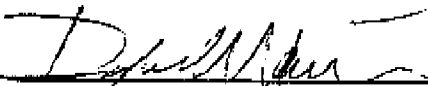
Article XVII
Maryland Law to Govern

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

SELLER:

Derrydale Press, Inc.

By: 


Title: President

First National Bank of Clarksdale, Mississippi

By: , EVP

BUYER:

Madison Books, Inc.

By: 

Title: President