

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

STOCK PURCHASE AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEBCRAFT GAMES INC.		12/14/1996	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	POLLARD BANKNOTE LIMITED
Street Address:	1499 BUFFALO PLACE
City:	WINNIPEG, MANITOBA
State/Country:	CANADA
Postal Code:	R3T 1L7
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1377432	WIN FOR LIFE
Registration Number:	1377435	WINNER WONDERLAND

CORRESPONDENCE DATA

Fax Number: (703)836-5288

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

Phone: 703-684-5600

Email: mmz@sagllp.com

Correspondent Name: MICHAEL M. ZADROZNY, SHLESINGER et al.

Address Line 1: 1420 KING STREET, SUITE 600

Address Line 4: ALEXANDRIA, VIRGINIA 22314

DOMESTIC REPRESENTATIVE

Name: MICHAEL M. ZADROZNY, SHLESINGER et al.

Address Line 1: 1420 KING STREET, SUITE 600

Address Line 4: ALEXANDRIA, VIRGINIA 22314

900022126

TRADEMARK
REEL: 003055 FRAME: 0323

CH \$65.00 1377432

NAME OF SUBMITTER:	MICHAEL M. ZADROZNY
Signature:	/mmz/
Date:	03/30/2005
<p>Total Attachments: 14</p> <p>source=Assignment#page1.tif</p> <p>source=Assignment#page2.tif</p> <p>source=Assignment#page3.tif</p> <p>source=Assignment#page4.tif</p> <p>source=Assignment#page5.tif</p> <p>source=Assignment#page6.tif</p> <p>source=Assignment#page7.tif</p> <p>source=Assignment#page8.tif</p> <p>source=Assignment#page9.tif</p> <p>source=Assignment#page10.tif</p> <p>source=Assignment#page11.tif</p> <p>source=Assignment#page12.tif</p> <p>source=Assignment#page13.tif</p> <p>source=Assignment#page14.tif</p>	

STOCK PURCHASE AGREEMENT

BY AND BETWEEN

WEBCRAFT TECHNOLOGIES, INC.

AND

POLLARD BANKNOTE LIMITED

DATED AS OF DECEMBER 14, 1996

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STOCK PURCHASE AGREEMENT (THE "AGREEMENT"), dated as of December 14, 1996, between Webcraft Technologies, Inc., a Delaware corporation ("Seller"), and Pollard Banknote Limited, a Canadian corporation ("Purchaser").

INTRODUCTION

Immediately prior to the date of this Agreement there were, and at the Closing there will be, outstanding 1,000 shares of common stock, par value \$1.00 per share (the "Common Stock"), of Webcraft Games, Inc., a New Jersey corporation (the "Company"), all of which are owned beneficially and of record by Seller, representing all of the issued and outstanding equity securities of the Company.

Upon the terms and subject to the conditions of this Agreement, Purchaser has agreed to acquire from Seller, and Seller has agreed to sell to Purchaser, 1,000 shares of Common Stock (the "Shares").

Capitalized terms shall have the meaning assigned to such terms in Exhibit A.

In consideration of the foregoing and the representations, warranties, covenants, agreements, and conditions contained in this Agreement, the parties agree as follows:

ARTICLE I

SALE AND PURCHASE OF THE SHARES

Section 1.1 The Shares. Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, all of the Shares owned by Seller, free and clear of any Encumbrances.

Section 1.2 Purchase Price. Upon the terms and subject to the conditions contained in this Agreement, in consideration of the sale, conveyance, assignment, transfer and delivery of the Shares and the agreements not to compete of the Seller and Parent set forth in Section 4.9, and subject to subsequent adjustment as set forth in Section 1.6, Purchaser agrees to pay to Seller at the Closing in cash an amount equal to [REDACTED] (the "Purchase Price") (of which [REDACTED] is payable to Seller and Parent for their agreement not to compete).

Section 1.3 Closing. Upon the terms and subject to the conditions contained in this Agreement, the consummation of the transactions contemplated in this Agreement (the "Closing") will take place two business days following the date all conditions to Closing have been satisfied or waived at 10:00 a.m., at the offices of Howard, Darby & Levin, 1330 Avenue of the Americas, New York, New York 10019, or at such other time or at such other place as shall be agreed upon by the parties. The date on which the Closing occurs is referred to herein as the "Closing Date." For the

purposes of any determinations or calculations required under this Agreement, the Closing shall be deemed to have occurred at 7:00 a.m., New York City time, on the Closing Date.

Section 1.4 Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered (unless previously delivered) to Purchaser, the following:

(a) Stock certificates representing all of the Shares, in genuine and unaltered form accompanied by stock powers duly executed in blank, and any other documents that are necessary to transfer to Purchaser good and valid title in and to the Shares, with any necessary transfer tax stamps affixed or accompanied by evidence satisfactory to Purchaser that all requisite stock transfer taxes have been paid;

(b) Resignations of each of the directors and officers of the Company;

(c) The books and records of the Company, including without limitation the stock books, stock ledgers, minute books and corporate seals of the Company;

(d) A certificate, dated the Closing Date and executed by the Secretary or an Assistant Secretary of the Company, substantially in the form of Exhibit B;

(e) (1) A copy of the certificate or articles of incorporation (or other comparable corporate charter documents), including all amendments, of the Company certified by the Secretary of State or other appropriate official of the State of New Jersey and (2) certificates from the Secretary of State or other appropriate official of the State of New Jersey to the effect that the Company is in good standing or subsisting in such jurisdiction, listing all charter documents of the Company on file and attesting to its payment of all franchise or similar taxes;

(f) A certificate of Seller (referenced in Section 5.1 (c)), dated the Closing Date, regarding the truth and correctness of the representations and warranties and compliance with covenants, duly executed by an authorized officer Seller, substantially in the form of Exhibit C;

(g) A certificate, dated the Closing Date and executed by the Secretary or an Assistant Secretary of Seller, substantially in the form of Exhibit D;

(h) An opinion of counsel to the Seller, substantially in the form of Exhibit E;

(i) The Supply Agreement, the Services Agreement, the North Brunswick Agreement, the Games License Agreement and the License Agreement duly executed by Seller or the appropriate Affiliate of Seller;

(j) A certification of non-foreign status of Seller (as provided in Section 1445 of the Code and the regulations promulgated thereunder). Seller acknowledges and agrees that Purchaser shall, if requested, deliver copies of the certification to the Internal Revenue Service and Purchaser shall incur no liability, and the rights and obligations of Purchaser and Seller hereunder shall not be affected, as a result of any such delivery;

(k) The Section 338 Forms, duly executed by Seller; and

(l) Such other documents and certificates duly executed as may be required to be delivered by Seller or the Company pursuant to the terms of this Agreement (including, without limitation, Section 5.1).

Section 1.5 Deliveries by Purchaser. At the Closing, Purchaser shall deliver (unless previously delivered) to Seller, the following:

(a) The Purchase Price, by wire transfer of immediately available funds to such account as Seller may reasonably direct by written notice delivered to Purchaser by Seller at least two business days prior to the Closing Date;

(b) Certificates from the Secretary of State or other appropriate official of the state or country of the Purchaser's incorporation, to the effect that Purchaser is in good standing or subsisting in such jurisdiction, listing all charter documents of Purchaser on file and attesting to its payment of all franchise or similar taxes;

(c) A certificate of Purchaser (referenced in Section 5.2(c)), dated the Closing Date, regarding the truth and correctness of the representations and warranties and compliance with covenants, duly executed by an authorized officer of Purchaser, substantially in the form of Exhibit F;

(d) A certificate, dated the Closing Date and executed by the Secretary or an Assistant Secretary of the Purchaser, substantially in the form of Exhibit G;

(e) An opinion of counsel to Purchaser, substantially in the form of Exhibit H;

(f) The Supply Agreement, the Services Agreement, the North Brunswick Agreement, the Games License Agreement and the License Agreement duly executed by the Purchaser and the Company;

(g) The Section 338 Forms, duly executed by Purchaser; and

(h) Such other documents and certificates duly executed as may be required to be delivered by Purchaser pursuant to the terms of this Agreement (including, without limitation, Section 5.2).

Section 1.6 Purchase Price Adjustment.

(a) As soon as practicable but in any event within 75 days after the Closing, Seller shall determine, in accordance with GAAP (except as specified in paragraphs (c) and (d) of this Section) and the Company's prior practice, the Net Working Capital of the Company as of the Closing Date and submit its determination to Deloitte & Touche LLP ("Deloitte"), who shall examine, and, if in its judgment necessary, revise such determination and report its determination to Seller and Purchaser in a statement setting forth in reasonable detail the basis of its calculation. For the purposes of such determination, Deloitte shall utilize generally accepted auditing standards and issue its report in a form substantially similar to Exhibit M hereto. The independent accountant described below, if any, shall apply the accounting standards set forth in the first sentence of this Section 1.6(a). Immediately following such report by Deloitte, Seller shall cause its books and

Section 2.6 Real Property. The Company owns no real property.

Section 2.7 Leases.

(a) All leases of real or personal property as to which the Company is the lessee or sublessee, and all amendments and modifications thereof, are listed in Section 2.7(a) of the Disclosure Schedule (true, correct and complete copies of which have been made available to Purchaser). All such leases are in full force and effect and have not been modified or amended, except as set forth in Section 2.7(a) of the Disclosure Schedule. There exists no default by the Company under any such leases or, to the Knowledge of Seller, by any other party thereto, nor any event which, with the giving of notice or the passage of time or both, would constitute an event of default by the Company or any other party thereunder.

(b) All leases of real or personal property leased or subleased for the use or benefit of Person other than Company to which the Company is a party, and any and all amendments thereto and modifications thereof, are listed in Section 2.7(b) of the Disclosure Schedule (true, correct and complete copies of which have been made available to Purchaser). All such leases are in full force and effect and have not been modified or amended, except as set forth in Section 2.7(b) of the Disclosure Schedule. There exists no default by the Company under such leases or, to the Knowledge of Seller, by any third party thereto, nor any event which, with the giving of notice or the passage of time or both, would constitute an event of default by the Company or, to the Knowledge of Seller, any other party thereunder.

Section 2.8 Title to Assets. Except as set forth in Section 2.8 of the Disclosure Schedule, the Company has good, valid and marketable title to all its assets shown on the Year-End Balance Sheet and the Interim Balance Sheet or acquired since the date of the Year-End Balance Sheet or the Interim Balance Sheet, as the case may be, other than the assets shown on the Year-End Balance Sheet or the Interim Balance Sheet, as the case may be, and disposed of since the date thereof in the ordinary course of business and consistent with past practice, and all such assets are free and clear of Encumbrances other than those set forth in Section 2.8 of the Disclosure Schedule and Permitted Encumbrances. "Permitted Encumbrances" means (i) liens for current taxes or assessments not yet due, (ii) pledges or deposits to secure payment of workers' compensation obligations and deposits or indemnities to secure public or statutory obligations or for similar purposes, and (iii) mechanics', workmen's, repairmen's, warehousemen's, vendors' or carriers' liens or other similar liens attaching by operation of law, incurred in the ordinary course of business consistent with past practice and securing payments not past due or deposits or pledges to obtain the release of any such liens.

Section 2.9 Intellectual Property.

(a) Section 2.9(a) of the Disclosure Schedule lists all patents, trademarks, service marks, trade names, trade secrets, software and copyrights, in each case, owned, used, or licensed for use by the Company in the conduct of its Business (collectively, the "Intellectual Property"), including whether such Intellectual Property is owned by Seller or the Company, and where applicable, a federal registration number. To the Knowledge of Seller, no Intellectual Property infringes any rights owned or held by any other Person. There is no pending or, to the Knowledge of Seller, threatened Proceeding against the Company contesting its right to use any Intellectual

Property. To the Knowledge of Seller, no Person is infringing the rights of the Company in any Intellectual Property. Except as set forth in Section 2.9(a) or Section 2.9(b) of the Disclosure Schedule, the Company owns or possesses (and at Closing will possess) enforceable licenses or other rights to use all Intellectual Property. Except as set forth on Section 2.9(a) of the Disclosure Schedule, no Person has a right to receive a royalty or similar payment in respect of any item of Intellectual Property pursuant to any contractual arrangements entered into by Seller or the Company. For purposes of this Section 2.9(a), "Knowledge" shall mean the actual knowledge, if any, on the date hereof, after due investigation, of Seller, or of any current officer, director, or employee in a management position of the Company.

(b) Section 2.9(b) of the Disclosure Schedule lists Intellectual Property owned by Seller and used by the Company in the conduct of the Business. Effective upon the Closing, pursuant to the license agreement in substantially the form attached as Exhibit L (the "License Agreement"), Seller shall grant to Purchaser and the Company a non-exclusive perpetual royalty-free and fully paid up license to use the Intellectual Property listed on Section 2.9(b) of the Disclosure Schedule subject to the terms and conditions of the License Agreement.

(c) Section 2.9(c) of the Disclosure Schedule lists Intellectual Property owned by the Company. Effective upon the Closing, pursuant to the license agreement in substantially the form attached as Exhibit O (the "Games License Agreement"), Purchaser and the Company shall grant to Seller a non-exclusive perpetual royalty-free and fully paid up license to use the Intellectual Property listed on Section 2.9(c) of the Disclosure Schedule subject to the terms and conditions of the Games License Agreement.

Section 2.10 Contracts. Except as set forth in Section 2.10 of the Disclosure Schedule or otherwise contemplated by this Agreement, the Company is not a party to, or bound by: (i) any written contract, agreement or other instrument ("Contract") relating to commitments in excess of \$100,000 in any twelve-month period; (ii) Contract to print lottery tickets; (iii) Contract, including, but not limited to, any mortgage, indenture, debenture, bond, note, installment obligation or other instrument constituting indebtedness for borrowed money and all capitalized leases, pledges, conditional sale or title retention agreements; (iv) guaranty of any obligation for borrowings or performances, or guaranty or warranty of products or services; (v) Contract for the purchase of real estate, machinery, equipment or other capital assets with a purchase price exceeding \$50,000; (vi) Contract pursuant to which the Company is obligated to make payments, contingent or otherwise, on account of or arising out of prior acquisitions or sales of businesses, assets or stock of other companies; (vii) Contract which is not terminable on sixty or fewer days' notice at any time without premium or penalty or payment in excess of \$10,000; (viii) Contract which will restrict its ability to do business in any geographic area or grants to any Person exclusive rights in the Business or in any geographic area; (ix) Contract relating to Intellectual Property; (x) Contract with any present or former officer, employee, agent, consultant, advisor, salesperson or sales representative, affiliate or associate of the Company pursuant to which payments may be required to be made at any time following the date hereof to any such person in excess of \$10,000 in any year; or (xi) Contract for the sale or lease of any asset or property owned or used by the Company exceeding \$10,000 in value or annual payments. Except as set forth in Section 2.10 of the Disclosure Schedule, with respect to each Contract listed in Section 2.10 of the Disclosure Schedule, neither Seller nor the Company has given or received, as the case may be, written notice of any default under or with respect to any Contract by

The parties have signed or caused this Agreement to be signed by their respective duly authorized officers, all as of the date first written above.

SELLER:

WEBCRAFT TECHNOLOGIES, INC.

By: 

Mark A. Angelson
Secretary

PURCHASER:

POLLARD BANKNOTE LIMITED

By: _____

Gordon Pollard
Vice President

The following party has executed this Agreement solely for the purpose of agreeing to its covenants contained in Sections 4.9, 4.14 and 8.11.

PARENT:

BIG FLOWER PRESS HOLDINGS, INC.

By: 

Mark A. Angelson
Executive Vice President
and General Counsel

The parties have signed or caused this Agreement to be signed by their respective duly authorized officers, all as of the date first written above.


SELLER:

WEBCRAFT TECHNOLOGIES, INC.

By: _____
Mark A. Angelson
Secretary

PURCHASER:

POLLARD BANKNOTE LIMITED

By:  _____
Gordon Pollard
Vice President

The following party has executed this Agreement solely for the purpose of agreeing to its covenants contained in Sections 4.9, 4.14 and 8.11.

PARENT:

BIG FLOWER PRESS HOLDINGS, INC.

By: _____
Mark A. Angelson
Executive Vice President
and General Counsel

SECTION 2.9 (CONTINUED)

String Limitation Algorithms
Multiple Imager Synchronization
Multiple Game Algorithms
Patented Game Play
[See attached descriptions]

United States Patent Applications:

60/072,607 (Assignee: WTI) Lottery Game and Tickets (10/3/96)
08/647,400 (Assignee: WGI) Methods for Conduct of Lotteries (05/08/96)
08/354,893 (Assignee: WTI) Recyclable Instant Scratch-off Lottery Tickets
with Improved Security (12/09/94)
08/665,886 (Assignee: WTI) Recyclable Instant Scratch-off Tickets with Improved Security (6/19/96)

Foreign Patents Pending (All owned by WTI):

74/038,94 Scratch-off Game Card with the Capability for Making Erasable Markings
and Method of Making the same - Australia (08/09/94)

PCT/US94/08311 Scratch-off game Card with the Capability for Making Erasable Markings and
Method of Making the same - PCT (08/09/94)

95-922,423.9 Scratch-off Game Card with the Capability of Making Erasable Markings and
Method of Making the same - European (08/01/96)

PCT/US92/06305 Collect Tab Stacking Method - European (07/31/92)

118,506 Scratch-off Game card Including Ink for Making Markings Thereon &
Method of Making the same - Israel (05/31/96)

96/4475 Scratch-off Game Card Including Ink for Making Markings Thereon &
Method of Making the same - South Africa (05/31/96)

PCT/US/96/07947 Scratch-off Game Card Including Ink for Making markings Thereon and
Method of Making the Same - European (05/31/96)

See attached information regarding Walter Smeltzer concept and agreement ("Smeltzer Agreement"),
including rights to 2% royalty.

Trademarks, trade names (All owned by WGI):

(Serial Nos.)
75/125,042 Crowns (Pending)
75/124,894 Double Crowns (Pending)
74/637,098 Increased Player Participation Products (Pending)
74/605,542 A Day at the Races
(Reg. Nos.)
1,870,646 The Green Ticket
1,377,435 Winner Wonderland
1,377,432 Win for Life
1,240,251 Webjet

approved by a significant segment of the accounting profession, which are in effect on the date of this Agreement, consistently applied throughout the specified period and in the immediately prior comparable period.

"Games License Agreement" has the meaning set forth in Section 2.9.

"Governmental Entity" has the meaning set forth in Section 2.4.

"Governmental Permit" has the meaning set forth in Section 2.17.

"HSR Act" has the meaning set forth in Section 2.4.

"Income Tax" means any (i) federal income tax of the Company, whether or not due to the Company being a member of an affiliated, combined or unitary group; (ii) state income tax of the Company solely due to the Company being a member of an affiliated, combined or unitary group (in the case of clauses (i) or (ii) of this definition, including any interest, penalty or addition thereto, whether disputed or not); and/or (iii) any payments under the Tax Sharing Agreement.

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

"Indebtedness" of any Person means all obligations of such Person (i) for borrowed money, (ii) evidenced by notes, bonds, debentures or similar instruments, (iii) for which interest charges are customarily paid, (iv) under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (v) issued or assumed as the deferred purchase price of property or services (other than trade accounts payable and accrued obligations incurred in the ordinary course of business), (vi) under capital leases, (vii) in respect of interest rate protection agreements, foreign currency exchange agreements or other interest or exchange rate hedging arrangements, (viii) as an account party in respect of letters of credit and bankers' acceptances, (ix) with respect to Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person and (x) in the nature of guarantees of Indebtedness of others.

"Intellectual Property" has the meaning set forth in Section 2.9.

"Intercompany Account" means the aggregate intercompany accounts, whether payable or receivable, of the Company payable to, or receivable from, Seller, Parent or any of their respective Affiliates as of the Closing Date excluding from such amount (i) Arm's Length Payables and (ii) Accrued Bonuses.

"Interim Balance Sheet" has the meaning set forth in Section 2.5.

"Knowledge of Seller" or "Known to Seller" means the actual knowledge, on the date hereof, after due investigation, of Seller, if any, or of any current officer or director of the Company.