

12-16-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECOI
TR.

102906039

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12-14-04

1. Name of conveying party(ies)/Execution Date(s):
Mosaic Media, Inc.

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

Citizenship (see guidelines) Illinois
 Execution Date(s) October 26, 2004

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: McMurry, Inc.
 Internal Address: _____
 Street Address: 1010 E. Missouri Ave.
 City: Phoenix
 State: Arizona
 Country: USA Zip: 85014

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 2173074

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
The Office Professional , Typed Drawing

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

Name: Austin D. Potenza
 Internal Address: _____
 Street Address: 201 N. Central Ave.
Suite 2210
 City: Phoenix
 State: Arizona Zip: 85004-0022
 Phone Number: 602-252-1900
 Fax Number: 602-252-1114
 Email Address: apotenza@cmptbglaw.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____
 Authorized User Name _____

DEC 14 AM 7:37
OPR/FINANCE

9. Signature 12/6/04
 Signature Date
Christopher McMurry
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

12/15/2004 EDDOPER 00000148 2173074
01 FC:8521 40.00 00

TRADEMARK
REEL: 003092 FRAME: 0569

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of October 26, 2004 between Mosaic Media, Inc., an Illinois corporation (the "Seller") and McMurry, Inc, an Arizona corporation (the "Buyer").

WITNESSETH:

WHEREAS, among other things, the Seller is engaged in the business of print and electronic publication, including, without limitation, writing, editing, producing, fulfilling and marketing newsletters worldwide entitled *The Office Professional* ("TOP"), *Managing People at Work* ("MPAW") and *Marketing Smarter with Google* with its *Shop Talk* electronic supplement ("MSWG") and, collectively with TOP, MPAW, and their associated special reports, the "Newsletters"; and

WHEREAS, the Buyer desires to purchase and the Seller desires to sell the Newsletters and substantially all of the assets, materials, contracts and records of the Seller relating to the business of publishing the Newsletters (sometimes referred to herein as the "Business"), on and subject to the terms and conditions of this Agreement;

NOW THEREFORE, the parties agree as follows:

Part 1. Purchase and Sale of Assets.

1.1 Assets to be Sold.

(a) On and subject to the terms and conditions set forth in this Agreement, the Buyer agrees to purchase from the Seller and the Seller agrees to sell, convey, transfer, assign and deliver to the Buyer, on the Closing Date, all right, title and interest of the Seller in and to all of the assets, of every kind and description, properties and rights of the Seller on the Closing Date constituting the business of publishing the Newsletters, excluding only the Excluded Assets, as defined below. Collectively, the foregoing (other than the Excluded Assets) are referred to herein as the "Assets". The Assets shall be sold free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever.

(b) The Assets shall include, without limitation, the following assets, properties and rights of Seller.

(i) all active, expired, canceled and trial subscription lists and all lists (the "Lists") of any persons who are now or have been subscribers to any of the Newsletters (the "Subscribers") going back at least three (3) years, and all rights to any thereof for any and all purposes, including, but not limited to, solicitations for subscriptions to the Newsletters ("Subscriptions"), all rights to Subscription renewals and rights to sale or rental of the Lists for commercial purposes. The Lists will be provided, in electronic form, as Schedule 1.1(b)(i) of the disclosure materials provided by the Buyer to the Seller on or as soon as practical after the Closing and incorporated herein by this reference (the "Disclosure Materials");

(ii) any inquiries pertaining to the Newsletters, or any of them, including the name, and address, and date of inquiry for any person who has expressed interest in the Newsletters or, to the best of the Seller's knowledge, the subject matter of the Newsletters, going back at least three (3) years. A list of such inquiries is attached as Schedule 1.1(b)(ii) to the Disclosure Materials;

(iii) all fulfillment supplies used in publishing the Newsletters, including, without limitation, inventories of back issues of the Newsletters and all existing stock of marketing premiums, such as five (5) special reports (*Speaking of Raises and Promotions*, *Case in Point*, *Are You Listening to Me?*, *The Work-Life Balancing Act*, and *Practical Techniques for Dealing with Difficult People*);

(iv) all of Seller's interest in and to the existing Subscriptions, a complete listing of which, setting forth the name and address of each current Subscriber, the expiration date or issue of such Subscriber's Subscription, and the number of copies per issue to be mailed to such Subscriber, is attached as Schedule 1.1(b)(iv) to the Disclosure Materials;

(v) all contracts, subcontracts, licenses and sublicenses, and agreements and other arrangements, proposals, bids, quotations, purchase orders and commitments, and sales orders and commitments, and all rights under any written or oral agreements with freelance writers and editors (including those that cover content in back issues of the Newsletters) a list of which is set forth on Schedule 1.1(b)(v) to the Disclosure Materials (collectively, the "Contracts");

(vi) to the extent their transfer is permitted by law, all governmental licenses, permits, approvals, license applications and registrations necessary for Buyer to operate the Business, a complete list of which is set forth on Schedule 1.1(b)(vi) to the Disclosure Materials (the "Permits");

(vii) all technologies, methods, formulations, databases, trade secrets, know-how, inventions and other intellectual property (if any) used in, or under development for use in, the Business, a list of which is set forth in Schedule 1.1(b)(vii) to the Disclosure Materials;

(viii) all right, title and interest of Seller in and to the names of the Newsletters (the "Names");

(ix) the following urls: marketing-smarter.com and managingpeopleatwork.com (the "URLs"); and all rights to the content of Seller's websites entitled *Professional Training Associates* and *Marketing Smarter With Google* (the "Websites");

(x) all of Seller's right, title and interest in and to all trademarks, trade names and service marks, and registrations and applications for such trademarks, trade names and service marks, domestic and foreign, (including, without limitation, all common law rights therein under the laws of the United States of America and other applicable domestic and foreign laws and all registrations and applications for registration of any of the foregoing under any federal, state or foreign law) in connection with the Newsletters, the Names, the URLs and the Website (the "Trademarks"), including without limitation those that are listed on Schedule 1.1(b)(x) to the Disclosure Materials, together with any and all goodwill associated with such Trademarks;

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 26th
day of October, 2004.

BUYER:

MCMURRY, INC., an Arizona Corporation

By: 

Name: Chris McMurry

Title: President

SELLER:

MOSAIC MEDIA, INC., an Illinois
corporation

By: 

Name: F. Lee McFadden

Title: President

DISCLOSURE MATERIALS Schedule 1.1(b)(vi)

PERMITS

Seller holds the following permits under the corporate name, Mosaic Media, Inc.

State of Illinois Articles of Incorporation, dated April 4, 1984.

Village of Addison Annual Business License for 2004.

None of these are transferable to Buyer. Since Buyer intends to operate the Business in Arizona, Buyer will have to obtain its own permits and licenses.

DISCLOSURE MATERIALS Schedule 1.1(b)(vii)

KNOW-HOW & INTELLECTUAL PROPERTY

Seller employs no transferable technologies, methods, formulations, databases, trade secrets, know-how, inventions or other intellectual property (other than items disclosed in Schedules 1.1(b)(x) and 1.1(b)(xi)) in operating the Business.

DISCLOSURE MATERIALS Schedule 1.1(b)(x)

TRADEMARKS

Seller holds one registered trademark to be transferred to Buyer:

THE OFFICE PROFESSIONAL
Registered July 14, 1998, renewed March 17, 2004
U.S. Registration No. 2,173,074

Seller's other Website or Newsletter names are included, but are not registered:

MARKETING SMARTER
MANAGING PEOPLE AT WORK
PROFESSIONAL TRAINING ASSOCIATES