

04-05-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office



**RECORDATION
TRADEMARK**

102973799

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

1. Name of conveying party(ies)/Execution Date(s):

Impressions Marketing Group, Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) January 19, 2000

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Knight Publishing Co.

Internal Address: _____

Street Address: 600 S. Tryon Street

City: Charlotte

State: North Carolina

Country: USA Zip: 28202

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Delaware

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)

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)

2,135,785

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

FIRST IMPRESSIONS NEWCOMER'S GUIDE

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

Name: Jill M. Pietrini, Esq.

Internal Address: _____
Manatt, Phelps & Phillips, LLP

Street Address: 11355 W. Olympic Blvd.

City: Los Angeles

State: CA Zip: 90064

Phone Number: (310) 231-5439

Fax Number: (310) 914-5843

Email Address: ctappa@manatt.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 DA 131

Authorized User Name Jill Pietrini

9. Signature:

Jill M. Pietrini
Jill M. Pietrini

Signature

March 28, 2005

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

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ASSET PURCHASE AGREEMENT

by and among

THE KNIGHT PUBLISHING CO., as the Buyer

and

IMPRESSIONS MARKETING GROUP, INC., as the Seller

and

ALAN C. BANKS

January 19, 2000

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") dated as of January 19, 2000, by and among IMPRESSIONS MARKETING GROUP, INC., a North Carolina corporation (the "Seller"), ALAN C. BANKS, an individual resident of North Carolina (the "Shareholder"), and THE KNIGHT PUBLISHING CO., a Delaware corporation (the "Buyer").

WITNESSETH:

WHEREAS, the Seller is engaged in the business of providing information to people who are relocating to new areas (the "Business");

WHEREAS, the Shareholder is the owner of 100% of all the issued and outstanding capital stock of the Seller;

WHEREAS, the Seller desires to sell, assign, transfer, convey and deliver to the Buyer, and the Buyer desires to purchase all of the Seller's right, title and interest in and to all of the Seller's assets related to the Business, as more particularly set forth herein; and

WHEREAS, the Shareholder concurs in the Seller's decision to sell the Assets (as defined in Section 1 herein), acknowledges that he will directly benefit from the sale of the Assets, and, in order to induce the Buyer to enter into this Agreement, has elected to join in this Agreement for the purposes of making certain representations, warranties, and covenants and assuming certain indemnification obligations, as more particularly described below.

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

1. **Sale and Transfer of Assets.** Subject to all of the terms and conditions of this Agreement, at the Closing (as defined in Section 15 herein), the Seller shall bargain, sell, assign, convey, and transfer to the Buyer, and the Buyer shall purchase and acquire from the Seller, all of the Seller's right, title, and interest in and to all of the assets of the Seller used or useful in the Business, other than the Excluded Assets (as defined in Section 2 hereof). The assets of the Seller to be purchased hereunder are hereinafter referred to as the "Assets" and shall include, but not be limited to:

(a) All of the Seller's (i) equipment, machinery, furniture, fixtures, computer hardware and software, and other fixed assets relating to the Business and (ii) all manuals, parts and accessories related thereto, all of which are set forth on Schedule 1(a) attached hereto (the "Fixed Assets");

(b) All of the Seller's inventory, whether or not reflected on the books and records of the Seller, including all raw materials, work-in-process, finished goods, supplies, and

other property held for sale, lease, or consumption in the Business, all of which are described on Schedule 1(b) attached hereto (the "Inventory");

(c) All of the Seller's customers, customer relationships, customer lists and customer files relating to the Business, all of which are set forth on Schedule 1(c) attached hereto, and all records with respect to such customer lists and customer files (the "Customers");

(d) All of the Seller's accounts and notes receivable, claims, debtor obligations, and other rights to receive payments from third parties relating to all year 2000 editions of the Seller's publications (the "Accounts Receivable");

(e) Whether or not reflected on the Seller's books and records (i) all of the Seller's rights in the names "Impressions Marketing Group, Inc.", "Impressions Marketing Group", "First Impressions", "First Impressions Newcomer's Guide", and "www.newcomer.com", and any other trade name, domain name trademark or service mark used in the Business, all of which are listed on Schedule 1(e) attached hereto, (ii) all of the goodwill and going concern value of the Business, and (iii) all of the Seller's rights in the patents, patent registrations and applications, copyrights, inventions, trade secrets, secret processes, formulae, know-how, domain name registrations and other proprietary data and information and licenses thereof relating to the Business;

(f) All of the Seller's business records relating to the Business, including, but not limited to, all personnel files with respect to any employees employed by the Buyer after the Closing, supplier lists and files, sales listings, advertising and promotional materials, labels, files and records and inventory records;

(g) All of the Seller's rights under all contracts, personal and real property leases, and other agreements pertaining to the Business, all of which are set forth on Schedule 1(g) attached hereto (the "Contracts");

(h) All of the Seller's unemployment tax reserves relating to the Business to the extent assignment thereof to the Buyer is permitted by applicable law and the Buyer requests that they be assigned;

(i) All of the Seller's federal, state, and local licenses and permits required for the conduct of the Business (including, but not limited to, environmental discharge permits) to the extent assignment thereof to the Buyer is permitted by applicable law;

(j) All of the Seller's rights to the telephone numbers, domain addresses, facsimile numbers, e-mail addresses, and post office boxes pertaining to the Business and set forth on Schedule 1(j) attached hereto;

(k) All of the Seller's cash on hand, cash in bank accounts, and any other cash deposits or instruments of any nature with financial institutions relating to or received on account of the February 2000 edition of the Seller's publications;

(l) All other assets of the Seller used or useful in the Business.

2. **Excluded Assets.** The Assets shall not include, to the extent in existence on the date of the Closing, the following (the "Excluded Assets"):

- (a) All tax, accounting and general corporate records;
- (b) Those certain assets of the Seller set forth on Schedule 2(b) attached hereto;
- (c) Motor vehicles;
- (d) Real property; and
- (e) Cash, except as otherwise provided in Section 1(k) hereof.

3. **Absence of Liens: Additional Instruments of Conveyance and Transfer.** All of the Assets shall be conveyed to the Buyer free and clear of all liens, encumbrances, security interests, charges, and liabilities, except for tax liens not yet due. After the date of the Closing, the Seller shall deliver to the Buyer such additional certificates, bills of sale, documents of title and other instruments of conveyance and transfer, in a form satisfactory to the Buyer, as shall be necessary to effectively vest in the Buyer good and marketable title in and to all of the Assets.

The Seller agrees that within twelve (12) days after the Closing, it will change its name to "First Marketing, Inc."

4. **Assumption of Liabilities: Taxes.** The Buyer shall not assume any liabilities, debts or obligations of the Seller of any nature whatsoever, whether known or unknown, contingent or realized, except for the liabilities, debts and obligations set forth on Schedule 4 attached hereto (the "Assumed Liabilities").


With respect hereto, on or before the date of the Closing, the Buyer and the Seller will execute an Assignment and Assumption of Liabilities (the "Assignment and Assumption of Liabilities"), substantially in the form of Exhibit 4 attached hereto.

Except for the Assumed Liabilities, the Buyer assumes none of the liabilities of the Seller or the Shareholder of any kind whatsoever, whether known, unknown, contingent or realized, and the Seller and the Shareholder shall jointly and severally indemnify and hold the Buyer harmless with respect to any such liabilities.

The Seller shall pay at the Closing the 1999 ad valorem taxes levied on the Assets and all sales or other transfer taxes arising as a result of the transfer of Assets or which are assessed on the Assets.

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Agreement to be executed in their respective names by their duly authorized officers and their respective seals to be hereunto affixed and the Shareholder has hereunto set her hand and seal all as of the day first above written.

IMPRESSIONS MARKETING GROUP, INC.


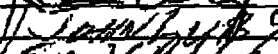
By: 
Name: ALAN C. BANKS
Title: PRESIDENT

ALAN C. BANKS, Individually

 (SEAL)
Alan C. Banks

BUYER:

THE KNIGHT PUBLISHING CO.

By: 
Name: 
Title: SR. VP/Gen

Schedule 1(e)

Trademarks

Impressions Marketing Group, Inc.

Impressions Marketing Group

First Impressions

www.newcomer.com

First Impressions Newcomer's Guide

The only registered trademark of the Seller is "First Impressions Newcomer's Guide."

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