

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Interests of State Street Bank and Trust Company
[reel/frames 1595/0482 and 1596/0040] and First Union National Bank, as Agent
[reel/frame 1708/0729]

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
State Street Bank and Trust Company		05/16/2002	CORPORATION: MASSACHUSETTS
First Union National Bank, as Agent		05/16/2002	National Banking Association:

RECEIVING PARTY DATA

Name:	Futures Communications Company, Inc.
Street Address:	250 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION:

Name:	Futures Magazine, Inc.
Street Address:	250 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1485244	FUTURES
Registration Number:	1361869	COMMODITY CLOSEUP

CORRESPONDENCE DATA

900033193

TRADEMARK
REEL: 003168 FRAME: 0894

CH \$65.00 1485244

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ATTORNEY DOCKET NUMBER:

238697

NAME OF SUBMITTER:

Lynn A. Sullivan

Signature:

/Lynn A. Sullivan/

Date:

10/03/2005

Total Attachments: 11

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	
)	Chapter 11
MERGENT, INC., <u>et al.</u> ,)	Case No. 02 B 06644
)	(Jointly Administered)
Debtors.)	
)	Hon. Jack B. Schmietterer
)	
)	

STIPULATION AND ORDER OF SETTLEMENT

This STIPULATION AND ORDER OF SETTLEMENT ("Settlement Agreement") is made this ____ day of April, 2002 ("Execution Date"), by and among Mergent, Inc. ("Mergent") and its affiliated debtors Futures Magazine, Inc. ("Futures"), Research Holdings, Ltd. ("Research")^{1/} and Mergent FIS, Inc.^{2/} ("Mergent FIS", together with Futures and Research, the "Debtor Subsidiaries"), each as a debtor and debtor-in-possession (collectively, the "Debtors"), and Ark Investment Partners II, L.P. and Ark II CLO 2001-1, Limited (collectively, "Ark").

WHEREAS:

A. Mergent (f/k/a Financial Communications Company, Inc.) is a leading provider of publishing and information services for the financial services industry. Mergent's product offering is divided along two primary business lines: (i) The Financial Services Group, which is comprised of two wholly-owned operating subsidiaries - Futures and Research - which is one of the leading publishers serving the financial services market, including traders, stockbrokers,

1/ RHL/Golden State Publishing Inc. ("RHL"), a subsidiary of Research, is and has been inactive for some time and is not a debtor in these Cases.

2/ Financial Information Services Japan, K.K. ("FIS Japan"), a Japanese corporation and wholly-owned subsidiary of Mergent FIS, operates independently out of Japan and is not a debtor in these Cases.

institutional money managers and individual investors; and (ii) Mergent FIS and Financial Information Services Japan, K.K., wholly-owned operating subsidiaries and leading providers of global business and financial information services in the United States, Canada, United Kingdom and Japan.

B. Mergent is a borrower under that certain Credit Agreement, dated as of March 23, 1998 (as amended, the "Credit Agreement"), with various lenders from time to time parties thereto, Canadian Imperial Bank of Commerce, New York Agency, as Syndication Agent, and First Union National Bank ("First Union"), as Administrative Agent and Documentation Agent for the lenders described therein (collectively, the "Lenders"). Pursuant to the terms of the Credit Agreement, the Debtor Subsidiaries jointly and severally guaranteed the obligations of Mergent under the Credit Agreement.

C. Pursuant to that certain Security Agreement, dated as of March 23, 1998 (the "Security Agreement"), by and between Mergent and First Union, as agent for the Lenders, Mergent granted first priority security interests in substantially all of its assets to the Lenders.

D. Pursuant to that certain Pledge Agreement, dated as of March 23, 1998 (the "Subsidiary Pledge Agreement"), by and between Mergent and First Union, as agent for the Lenders, Mergent pledged all of the stock of its Debtor Subsidiaries (the "Pledged Subsidiary Stock") to the Lenders.

E. Pursuant to that certain Investor Pledge Agreement, dated as of March 23, 1998 (the "Parent Pledge Agreement"), by and among the holders of the capital stock of Mergent listed on the signature pages thereto and First Union, as agent for the Lenders, such stockholders pledged all of their respective shares of Mergent (the "Pledged Parent Stock") to the Lenders.

F. Pursuant to certain assignment documents, the Lenders assigned to Ark all of their respective rights, title and interests in and to, among other things, the Credit Agreement, the Security Agreement, the Investor Pledge Agreement and the Subsidiary Pledge Agreement (collectively, together with all documents, instruments and agreements referenced therein and executed in connection therewith, the "Loan Documents").

G. On or about February 7, 2002, after the occurrence of one or more Events of Default by Mergent under the Loan Documents, Ark noticed for 10:00 a.m. on February 20, 2002 the public foreclosure sales of the Pledged Subsidiary Stock (the "Subsidiary Foreclosure Sale") and the Pledged Parent Stock pursuant to §9-610 of the Uniform Commercial Code of the State of New York (the "UCC").

H. On February 20, 2002 (the "Petition Date"), the Debtors each filed with this Court voluntary petitions for relief under chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). As a result of the commencement of the Debtors' bankruptcy cases ("Cases"), Ark was stayed from completing the Subsidiary Foreclosure Sale. Ark asserts it completed the sale of the Pledged Parent Stock and Ark was the highest bidder for the Pledged Parent Stock at such sale. The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner in the Cases.

I. On March 8, 2002, Ark filed with this Court a motion (the "Lift Stay Motion") seeking, pursuant to 11 U.S.C. §362(d), relief from the automatic stay, inter alia, to complete the previously stayed Subsidiary Foreclosure Sale and to exercise its rights and remedies under the

Loan Documents. On March 12, 2002, this Court established, among other things, an expedited discovery schedule and scheduled a trial on the matter to commence on April 16, 2002.

J. The parties hereto wish to compromise and settle any and all claims that have been or may be asserted against each other (including, without limitation, claims and defenses related to or arising from or out of the Lift Stay Motion and the Loan Documents) in a manner which is in the best interests of the parties hereto, the Debtors, the Debtors' estates and their creditors.

K. This Court has jurisdiction over this Settlement Agreement pursuant to 28 U.S.C. §1334. This matter is a core proceeding within the meaning of 28 U.S.C. §157(b)(2)(A), (G) and (O). Venue of the Debtors' Cases and this Settlement Agreement in this District is proper pursuant to 28 U.S.C. §§1408 and 1409.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Debtors and Ark stipulate, covenant, consent and agree as follows:

SETTLEMENT

1. Debtors' Cases

1.1 Modification of Automatic Stay Upon the date that this Settlement Agreement is approved by the Court and entered on the Court's docket in these Cases (the "Effective Date"), the automatic stay of Section 362(a) of the Bankruptcy Code shall be deemed modified solely to the extent necessary to permit Ark to complete and prosecute the Subsidiary Foreclosure Sale, pursuant to §9-610 of the UCC, of the Pledged Subsidiary Stock and certain other assets of Mergent, subject to and in accordance with the Foreclosure Sale Conditions (as hereinafter defined); provided, that upon the Execution Date the parties hereto

accrue based upon, related to or arising out of, under or in connection with any transaction or occurrence, act, activity, event, failure to act, omission or otherwise occurring at any time from the beginning of the world up to and including the Closing Date, whether asserted by way of claim, counterclaim, cross-claim, third-party action, action for indemnity or contribution or otherwise, arising out of or relating to (a) the Debtors and their respective businesses, Cases, assets and estates, (b) the Loan Documents, (c) the Lift Stay Motion, (d) the Subsidiary Foreclosure Sale and (e) the sale of the Pledged Parent Stock.

3.2 Releases of Debtors, Opera Entities, Adams Entities and M/C Entities.

Upon the occurrence of the Effective Date, and except as otherwise expressly addressed in this Settlement Agreement, including, without limitation, any retention by Ark of its liens and claims as provided in Section 5.1 hereof, each of Ark and Prior Management and each of their respective Representatives shall be deemed to have forever released, relieved, forgiven and discharged each of the Debtors, the M/C Entities, the Adams Entities and the Opera Entities and each of their respective Representatives for and from any and all past, present and future claims, liabilities, actions, suits, obligations, demands, injuries and causes of action, of every kind and nature whatsoever which such party has, owns or holds or may have, own or hold against any of the Debtors, the M/C Entities, the Adams Entities and the Opera Entities or their respective Representatives, based upon any acts or omissions, whether known or unknown, vested or contingent, liquidated or unliquidated, suspected or unsuspected, accrued or yet to accrue based upon, related to or arising out of, under or in connection with any transaction or occurrence, act, activity, event, failure to act, omission or otherwise occurring at any time from the beginning of the world up to and including the Closing Date, whether asserted by way of

claim, counterclaim, cross-claim, third-party action, action for indemnity or contribution or otherwise, arising out of or relating to (a) the Debtors and their respective businesses, Cases, assets and estates, (b) the Loan Documents, (c) the Lift Stay Motion, (d) the Subsidiary Foreclosure Sale and (e) the sale of the Pledged Parent Stock; provided, that in the limited and specific circumstance where it is determined by Ark that any of the M/C Entities, either separately or collectively, received from the Debtors, RHL and FIS Japan, during the period from January 2001 through the Closing Date, compensation, reimbursement of expenses, distributions, transfers, dividends, in each case whether in cash or property, aggregating more than \$200,000 ("Allowed Reimbursement Amount"), the release granted herein to each of the M/C Entities shall not bar Ark from prosecuting against the M/C Entities the limited and specific claim for damages equal to the aggregate dollar amount received by the M/C Entities in excess of the Allowed Reimbursement Amount ("M/C Entities Claim"); provided further, that (i) the M/C Entities Claim must be commenced by Ark in a court of competent jurisdiction within one hundred and forty (140) days after the Closing Date, otherwise such M/C Entities Claim shall be deemed forever waived and released by Ark, and (ii) the aggregate dollar amount that may be recovered against the M/C Entities by Ark shall not exceed an amount equal to the M/C Entities Claim.

3.3 Releases by Debtors. Upon the occurrence of the Effective Date, and except as otherwise expressly addressed in this Settlement Agreement, each of the Debtors and its Representatives shall be deemed to have forever released, relieved, forgiven and discharged each of the M/C Entities, the Adams Entities and the Opera Entities and each of their respective Representatives for and from any and all past, present and future claims, liabilities, actions, suits, obligations, demands, injuries and causes of action, of every kind and nature whatsoever which

(b) No other authorization or approval is required by Ark to compromise and settle the claims of the parties hereto in accordance with the terms contained herein.

(c) Ark has acquired all of the rights and interests of the Lenders under the Loan Documents and has not transferred or assigned, in part or in whole, any such rights or interests to any other party.

4.3 M/C Entities, the Adams Entities and Opera Entities. Each of the M/C Entities, the Adams Entities and Opera Entities hereby separately represent and warrant to Ark and the Debtors that each has the requisite power and authority to execute, deliver and perform in accordance with the terms contained in section 3.1 of this Settlement Agreement.

4.4 Prior Management. Each of Prior Management hereby separately represent and warrant to Ark and the Debtors that each has the requisite power and authority to execute, deliver and perform in accordance with the terms contained in section 3.2 of this Settlement Agreement

5. Covenants

5.1 Ark. Ark hereby covenants and agrees that, to the extent it is not the Winning Bidder with respect to one or more of the auctioned lots, it shall irrevocably release and/or cause to be irrevocably released, as of the Closing Date, all of its liens, claims, charges, judgments, interests and encumbrances, whether arising prior to or subsequent to the commencement of the Debtors' Cases, and whether imposed by the Loan Documents, other agreement or document, law, equity or otherwise, against, in and to the property and assets of the Debtor Subsidiaries sold to the Winning Bidder; provided, that nothing contained herein shall

prevent, impair or adversely affect any right of Ark, consistent with applicable law, (i) to credit bid at the Subsidiary Foreclosure Sale and (ii) to the extent Ark is a Winning Bidder, to retain all or any portion of its liens, claims, charges, judgments, interests and encumbrances against, in and to the property and assets of the Debtor Subsidiaries acquired by Ark.

5.2 Bankruptcy Court Approval. The parties hereto agree to cooperate and take all steps necessary to obtain prompt approval of this Settlement Agreement from the Bankruptcy Court.

5.3 Dismissal of State Court Litigation. Mergent hereby agrees to dismiss or to cause to be dismissed, with prejudice, and as soon as practicable after the Effective Date, the action commenced on or about February 13, 2002 by Mergent against Andrialis and Raeburn in the Supreme Court of New York, County of New York, Index No. 600591/02.

6. Miscellaneous.

6.1 Amendments. No amendment or waiver of any provision of this Settlement Agreement, nor consent to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by all parties to this Settlement Agreement and, if necessary, approved by the Bankruptcy Court; provided, that any such waiver or amendment shall be effective only in the specific instance and for the specific purpose given.

6.2 Force Majeure. In no event shall a party hereto have any claim or right against the other party hereto for any failure of performance in accordance with this Settlement Agreement due to causes beyond its reasonable control, except for money payments due, including, but not limited to: such delays arising directly out of an Act of God, fire, flood or other natural catastrophe; laws, orders, rules, regulations, directions or action of governmental

ASSET PURCHASE AND SALE AGREEMENT

ASSET PURCHASE AND SALE AGREEMENT dated as of May 16, 2002, by and between MCA Communications, LLC (the "**Purchaser**") and Ark Investment II, L.P. and Ark II CLO 2001-1, Limited (collectively the "**Seller**").

RECITALS

WHEREAS, on February 20, 2002 (the "**Petition Date**"), the Company (as hereinafter defined) and certain affiliates (collectively, the "**Debtors**") each filed with the United States Bankruptcy Court for the Eastern District of Illinois, Eastern Division (the "**Bankruptcy Court**") voluntary petitions for relief under Chapter 11 of the Bankruptcy Code.

WHEREAS, by Order of the Bankruptcy Court to be issued as of the date hereof (the "**Order**"), the sale of the Shares (as hereinafter defined), inter alia, is subject to certain conditions and obligations of the Seller and the Purchaser, which conditions and obligations as they relate to the Shares are set forth herein and made a part hereof.

WHEREAS, the Purchaser desires to acquire from the Seller and the Seller wishes to sell to the Purchaser, on the terms and subject to the conditions contained in this Agreement, all issued and outstanding shares (the "**Shares**") of common stock (the "**Common Stock**"), of Futures Magazine, Inc. ("**Futures**") and Research Holdings, Ltd. ("**Research**") (and Research's wholly-owned subsidiary, RHL/Golden State Publishing, Inc. ("**RHL**")) (Futures, Research and RHL being referred to herein collectively as the "**Company**").

AGREEMENT

In consideration of the mutual promises set forth herein and subject to the terms and conditions hereof, the parties hereto agree as follows:

Section 1. Purchase of Shares.

(a) The Purchaser hereby agrees to purchase the Shares subject to the terms and conditions set forth in this Agreement, including, without limitation, the express covenant by Purchaser (which Purchaser hereby acknowledges and accepts by virtue of its execution of this Agreement) to use its best efforts to cause the Company to pay in full in the ordinary course of its business all claims (including any portion thereof) against the Company as of the Closing Date that are not subject to a bona fide dispute, counterclaim or offset, whether or not such claims arose or were incurred prior to or after the Petition Date (but exclusive of all pre-petition and post-petition inter-Debtor claims as of the Closing Date); provided, that with respect to claims against the Company that are the subject (in whole or in part) to a bona fide dispute, counterclaim or offset (the "**Disputed Claims**"), the Purchaser shall use commercially reasonable

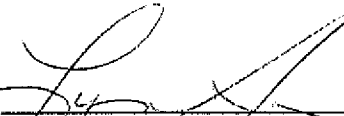
32617/1

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

ARK INVESTMENT II, L.P.

By: 
Name: _____
Title: _____

ARK II CLO 2001-1, LIMITED

By: 
Name: _____
Title: _____

MCA COMMUNICATIONS, INC.

By: _____
Name: Mark Adams
Title: _____

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

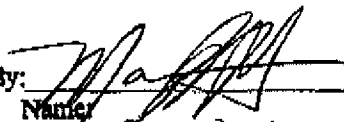
ARK INVESTMENT II, L.P.

By: _____
Name: _____
Title: _____

ARK II CLO 2001-1, LIMITED

By: _____
Name: _____
Title: _____

MCA COMMUNICATIONS, INC.

By:  _____
Name: _____
Title: President