

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FTR, Inc.		05/12/2002	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	IIR Communispond, Inc.		
Street Address:	7th Floor, 52 Vanderbilt		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2289054	FIFTEEN MINUTES OF PREDICTABILITY	
Registration Number:	2298088	PERFORMANCE PATHWAY	
Registration Number:	2397816	MAXIMIZING INVESTMENT SALES	
CORRESPONDENCE DATA			
Fax Number:	(312)827-8185		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	trademarks@bellboyd.com		
Correspondent Name:	Kathryn Starshak		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	116033-		
NAME OF SUBMITTER:	Kathryn Starshak		
Signature:	/kathryn starshak/		

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TRADEMARK
REEL: 003172 FRAME: 0850

Date:

10/10/2005

Total Attachments: 7

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated May 15, 2002, by and among FTR Inc., an Illinois corporation (the "Company"), Frontline Group Operating Company, Inc., a Delaware corporation and sole stockholder of the Company ("Stockholder") and I.R. B.V., a company duly incorporated under the laws of the Netherlands ("IIR") and IIR Communispond, Inc., a Delaware corporation ("Buyer").

WITNESSETH

WHEREAS, the Company is in the business of custom course development and delivery services and employee performance consulting services to companies in the financial services industry. (the "Business");

WHEREAS, the Stockholder owns all of the issued and outstanding shares of the Company; and

WHEREAS, the Company desires to sell to Buyer, and Buyer desires to purchase from the Company, substantially all of the tangible and intangible assets and business of the Company, on the terms and conditions and for the consideration provided herein.

WHEREAS, the Buyer also desires to assume certain liabilities of the Company on the terms and conditions as provided herein;

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

ARTICLE 1 Definitions

1.1 **General.** All Article and Section numbers, and Exhibit and Schedule references used in this Agreement refer to Articles and Sections of this Agreement, and Exhibits and Schedules attached hereto or delivered simultaneously herewith, unless otherwise specifically stated. Any of the terms defined in this Agreement may be used in the singular or the plural. In this Agreement, unless otherwise specifically stated, "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, paragraph or clause in which the word appears; and words importing any gender include the other genders.

1.2 **Defined Terms.** For purposes of this Agreement, including the Exhibits and Schedules, the following defined terms have the meanings set forth in this Section.

REDACTED

"Valuation Time" means 11:59 p.m. local time on May 15, 2002.

ARTICLE 2 Purchase and Sale

2.01. Sale of Assets; Retained Assets

(a) On the Closing Date, the Company shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire and accept from the Company, all right, title and interest of the Company in and to all of the assets, rights and properties that are owned or leased by the Company, other than the Retained Assets (collectively, the "Assets"), including, without limitation:

- (i) the Tangible Assets;
- (ii) the Assumed Contracts;
- (iii) the Intellectual Property of the Company;
- (iv) the books, records (excluding the minute books, stock ledgers and tax records), general ledgers and other data relating to the Business;
- (v) the Accounts Receivable;
- (vi) all deposits and prepaid expenses of the Company;
- (vii) all right, title and interest of the Company in and to any and all Permits to the extent transferable or assignable;
- (viii) all customer and supplier lists and related information of the Company as well as all existing catalogs and other support material, advertising plans of any kind, sales literature, marketing material and related items (including, without limitation, all art work and printers' plates presently in the possession of the Company's advertising agencies and printers);
- (ix) all right, title and interest of the Company to all causes of action, claims and rights in litigation or which could result in litigation against any party;
- (x) all of the goodwill and other intangibles pertaining or relating to the Business; and
- (xi) all Licensed IP.

2.02 Assumption of Liabilities. At the Closing, Buyer shall not be liable for and is not assuming any liabilities of the Company whatsoever, whether related or unrelated to the Assets or the Business, or whether arising under the Assumed Contracts or otherwise, other than

REDACTED

Company's contracts with its independent contractors, will not result in any such violation. The Company has not received any notice alleging that any such violation has occurred. No employee of the Company has been granted the right to continued employment by the Company or to any material compensation following termination of employment with the Company. Neither the Company nor the Stockholder has any Knowledge that any officer or key employee, or that any group of key employees, intends to terminate their employment with the Company, nor does the Company have a present intention to terminate the employment of any officer, key employee or group of key employees.

(b) ERISA; Employee Benefits. (i) Schedule 5.12(b) set forth a true and complete list of all Company Plans. True and complete copies of each of the Company Plans and related documents have been delivered to Buyer. There are no nor have there ever been, any ERISA Affiliates.

(ii) Except as set forth on Schedule 5.12(b), the consummation of the transactions contemplated by this Agreement will not give rise to any liability, including, without limitation, liability for severance pay, unemployment compensation, termination pay or withdrawal liability or accelerate the time of payment or vesting or increase the amount of compensation or benefits due to any employee, member or shareholder of the Company (whether current, former or retired) or their beneficiaries solely by reason of such transactions or by reason of a termination following such transactions.

5.13 Compliance with Laws; Permits. (a) Except as set forth in Schedule 5.13(a) and except for such violations of failures to comply which would not individually, or in the aggregate, have a Material Adverse Effect, the use, operation, ownership and possession of the Assets as presently used, operated, owned and possessed by the Company are in compliance with all applicable federal, state, or local laws, statutes, ordinances, rules, regulations, or directives, whether legislatively, judicially, or administratively, promulgated, including, without limitation, those related to health, safety, or the Environment. Neither the Company nor the Stockholder has received any written notification of, nor does the Company or the Stockholder have any Knowledge of any present or past failure so to comply or of any past or present events, activities or practices of the Company which may give rise to any common law or statutory liability, or otherwise form the basis of any claim, action, suit, proceeding, hearing or investigation which could reasonably be expected to have a Material Adverse Effect.

(b) The Company has all franchises, permits, licenses, concessions, grants, and any similar authority (collectively, "Permits") necessary for the conduct of its business as now being conducted by it, except for those Permits, the failure of which to have would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect (the "Material Permits"). Each of the Material Permits are listed on Schedule 5.13(b) and each is in full force and effect; there are no proceedings Pending or, to the Knowledge of the Company or the Stockholder, threatened which may result in the revocation, cancellation, suspension or modification of any Material Permit.

5.14 Intellectual Property. Whenever used in this Agreement, the term "Intellectual Property" collectively means all intellectual property (other than off-the-shelf software licensed

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

STOCKHOLDER:

Frontline Group Operating Company, Inc.,
a Delaware corporation

By: Mary M. Howard
Name: Executive Vice President and Secretary
Title: _____

IIR:

IIR B.V.

By: _____
Name: _____
Title: _____

BUYER

IIR COMMUNISPOND, INC.

By: _____
Name: _____
Title: _____

COMPANY

IIR, INC., an Illinois corporation

By: Mary M. Howard
Name: Executive Vice President and Secretary
Title: _____

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

STOCKHOLDER:

Frontline Group Operating Company, Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IIR:

I.I.R. B.V.

By: [Signature]
Name: BAS TER BALLE
Title: DIRECTOR

BUYER

IIR COMMUNISPOND, INC.

By: [Signature]
Name: KRIS A. KINKADE
Title: SENDER

COMPANY:

FTR, INC., an Illinois corporation

By: _____
Name: _____
Title: _____