

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):**

Sherry M. Richards

- Individual(s)       Association
- General Partnership       Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_

Citizenship (see guidelines) United States

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Arthur Agency, LLC

Internal

Address: PO Box 1341

Street Address: \_\_\_\_\_

City: Parkersburg

State: West Virginia

Country: United States Zip: 26102

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship \_\_\_\_\_

Other Limited Liability Company      Citizenship West Virginia

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 /Execution Date(s) :**

Execution Date(s) February 28, 2005

- 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)

78/5556695

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

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

A WOMAN'S VIEW

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

Name: John J. Giblin, Jr.

Internal Address: PO Box 1386

Street Address: \_\_\_\_\_

City: Charleston

State: West Virginia Zip: 25325

Phone Number: (304) 347-1100

Fax Number: (304) 347-1196

Email Address: jgiblin@howlesrice.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 023292

Authorized User Name John J. Giblin, Jr.

**9. Signature:**

John J. Giblin, Jr.  
Signature  
Name of Person Signing

23 Feb 2006  
Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**

CH \$40.00 023292 78556693

## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT (the "Agreement") made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, and effective as of February \_\_\_\_\_, 2005, between SHERRY RICHARDS, d/b/a A Woman's View (the "Seller") and ARTHUR AGENCY, LLC, a West Virginia Limited Liability company, (the "Purchaser").**

**1. SELLER does hereby sell to PURCHASER and PURCHASER does hereby purchase from SELLER all of the tangible and intangible assets used in the operation of that certain publication known as "A Woman's View" which is published at Parkersburg, West Virginia, and distributed in certain markets in West Virginia and Ohio.**

**2. The assets purchased hereunder shall include:**

- (A) All of the equipment listed in Exhibit "A" attached hereto.**
- (B) All business records, including but not limited to, financial records and customer lists pertaining to the business known as "A Woman's View".**
- (C) All of SELLER'S interest in articles, published and unpublished, previously submitted to "A Woman's View".**
- (D) All of SELLER'S right to use, benefit from or receive income in connection with the trade name "A Woman's View" or the trade dress of the publication "A Woman's View".**
- (E) All outstanding accounts receivable related to advertising published, or to be published, in "A Woman's View" excepting accounts related to advertising published prior to February 2005.**
- (F) All documents and other intellectual property rights in connection with the event "Pennea Fair".**

**3. SELLER does hereby convey the assets which are the subject of this Agreement to PURCHASER free and clear of all liens, encumbrances and liabilities.**

**4. SELLER specifically warrants to PURCHASER:**

- (A) That the assets which are the subject of this Agreement are free and clear of all liens, encumbrances and liabilities.
- (B) That there are no liabilities existing against the business known as "A Woman's View" for any state or Federal taxes which could be asserted against PURCHASER as legal successor to SELLER.

These warranties shall survive the closing.

**5. The Purchase Price for the assets which are the subject of this Agreement is \$40,000.00, payable as follows:**

- (A) \$20,000.00 paid on February 2, 2005, the receipt of which is hereby acknowledged by SELLER.
- (B) \$15,000.00 or an amount equal to the balance due on SELLER'S obligation to the Mid Ohio Valley Regional Council, whichever amount shall be lesser, at closing.
- (C) The balance (the "Deferred Payment") no later than December 31, 2005. There shall be no interest on the Deferred Payment and PURCHASER may accelerate payment thereof in any number of installments and in any amount without penalty.

**6. The obligation of PURCHASER hereunder shall be conditional and contingent upon PURCHASER obtaining a Loan Commitment (the "Loan Commitment") from the Mid Ohio Valley Regional Council in an amount, at an interest rate and under other terms and conditions satisfactory to PURCHASER. In the event PURCHASER is unable to obtain the Loan Commitment, SELLER shall return the \$20,000.00 previously paid by PURCHASER less any expenses paid by SELLER for the month of February 2005, the transaction which is the subject of this Agreement shall be terminated and, thereafter, neither party shall have any obligation to the other under this Agreement.**

**7. SELLER agrees, without further compensation, that she will, during the month of February 2005, continue with all of her normal and regular activities in connection with the operation of "A Woman's View" and will provide assistance to PURCHASER to accomplish an orderly transition of ownership of the subject assets.**

8. **SELLER shall pay all of the expenses incurred in the operation of the business "A Woman's View" during the month of February 2005 and prior thereto, excepting the cost of printing the current edition of "A Woman's View" (approximately \$1,950.00).**

9. **PURCHASER does hereby indemnify and hold SELLER harmless from any and all claims, demands, costs, including attorneys fees and litigation expenses, liability and causes of action arising out of, or in connection with, any claim which may be asserted by any third party arising out of or in connection with the operation of "A Woman's View" after the effective date of this Agreement.**

10. **SELLER does hereby indemnify and hold PURCHASER harmless from any and all claims, demands, costs, including attorneys fees and litigation expenses, liability and causes of action arising out of, or in connection with, any claim which may be asserted by any third party arising out of or in connection with the operation of "A Woman's View" prior to the effective date of this Agreement.**

11. **In the event any taxing authority asserts liability against PURCHASER as SELLER'S successor for any tax liability arising from SELLER'S operation of the assets, which are the subject of this Agreement, PURCHASER may pay the amounts assessed and set off an equivalent amount from the Deferred Payment due to SELLER. Should the outstanding balance of the Deferred Payment be insufficient to pay the amount asserted by any taxing authority, SELLER shall, immediately upon demand by PURCHASER, pay an amount equal to such insufficiency together with an amount equal to the amount PURCHASER has expended for professional fees respecting such tax liabilities.**

12. **PURCHASER represents and warrants to SELLER and SELLER represents and warrants to PURCHASER that no agreement, arrangement or understanding has been made by or on behalf of PURCHASER or SELLER with any third party for brokerage or finder's fees relating to this Agreement or the transaction which is the subject of this Agreement. PURCHASER and SELLER, respectively, do hereby indemnify and hold harmless the other from any and all claims, demands, costs, including attorneys fees and litigation expenses, liability and causes of action arising out of, or in connection with, any claim which may be asserted by any third party claiming a brokerage or finder's fee relating to the subject transaction.**

13. **This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of West Virginia.**

14. **This Agreement supercedes all prior Agreements and constitutes the entire Agreement between the parties with respect to the subject matter hereof.**

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, legal representatives, heirs, successors, distributees and assigns.

16. Time is of the essence of this Agreement.

**SHERRY RICHARDS**  
dba A WOMAN'S VIEW

Sherry M Richards SELLER

**ARTHUR AGENCY, LLC**

By Gene Arsen PURCHASER  
Its \_\_\_\_\_