# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: Purchase Agreement/Purchase of Assets

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Corporate Finance Institute, Inc		11/05/2004	CORPORATION: PENNSYLVANIA

#### **RECEIVING PARTY DATA**

Name:	CCH Incorporated	
Street Address:	2700 Lake Cook Road	
City:	Riverwoods	
State/Country:	ILLINOIS	
Postal Code:	60015	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2666042	IPO VITAL SIGNS

#### **CORRESPONDENCE DATA**

Fax Number: (847)267-2559

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 847-580-5122

Email: al.feder@wolterskluwer.com
Correspondent Name: Al Feder, General Counsel
Address Line 1: 2700 Lake Cook Road
Address Line 2: Legal Department

Address Line 4: CHICAGO, ILLINOIS 60015

NAME OF SUBMITTER:	Al Feder
Signature:	/Al Feder/
Date:	08/10/2006

Total Attachments: 4

TRADEMARK REEL: 003367 FRAME: 0042

900055395

source=IPO Vital Signs Trademark Assignment#page1.tif source=IPO Vital Signs Trademark Assignment#page2.tif source=IPO Vital Signs Trademark Assignment#page3.tif source=IPO Vital Signs Trademark Assignment#page4.tif

> TRADEMARK REEL: 003367 FRAME: 0043

### PURCHASE AGREEMENT

**AGREEMENT** dated as of November 5, 2004 (the "Agreement") between CCH INCORPORATED, a Delaware corporation ("Buyer"), and Corporate Finance Institute, Inc. ("CFI"), a Pennsylvania corporation ("Seller").

WHEREAS, Seller desires to sell to Buyer certain intangible assets, properties and rights, as hereinafter defined, owned by Seller and used in Seller's business; and

WHEREAS, Buyer desires to purchase those certain intangible assets, properties and rights of Seller, as hereinafter defined, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

## 1. SALE OF ASSETS

- 1.1 <u>Sale of Purchased Assets</u>. Upon the execution hereof, the Seller agrees to sell, assign, transfer and deliver to the Buyer and the Buyer agrees to purchase and accept all of the assets that are scheduled and set forth on Exhibit A attached hereto (all of such assets, properties and rights being hereinafter sometimes collectively called the "Purchased Assets"):
- 1.2 <u>Liabilities, Obligations, Commitments</u>. The Buyer expressly does not and shall not assume or be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of Seller associated with the Purchased Assets except as specifically stated in this Agreement and the Exhibits attached hereto.

TRADEMARK
REEL: 003367 FRAME: 0044

waiver of such term or provision or of any subsequent breach or default of the same or a similar nature.

- 17. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between Seller and Buyer with respect to its subject matter and supersedes any and all prior agreements, arrangements or understandings between Seller and Buyer.
- 18. **HEADINGS**. The headings contained herein are for convenience of reference only, do not form a part hereof and in no wise modify, interpret or construe the intentions of Seller and Buyer.
- 19. **COUNTERPARTS.** This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 20. CONSTRUCTION AND PERFORMANCE. This Agreement will be construed, and the performance hereunder governed, in accordance with the laws of the State of Illinois.

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

WoltersKluwer Legal

Robert Becker

**CEO** 

WoltersKluwer Legal

Richard Kravitz

Executive Vice President

WoltersKluwer Legal

Corporate Finance Institute, Inc.

Stacey Caywood Vice President

WoltersKluwer Legal

Ronald Sinesio

Director

WoltersKluwer Legal

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

**CCH INCOPORATED** 

Corporate Finance Institute, Inc.

7

# **EXHIBIT A** TO **PURCHASE AGREEMENT**

# **PURCHASED ASSETS**

All intellectual property including The IPO Vital Signs trademark and its associated goodwill, Copyrights to the IPO Vital Signs System and content

TRADEMARK **REEL: 003367 FRAME: 0047** 

**RECORDED: 08/10/2006**