

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alpine Guild, Inc.		01/15/1998	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	John Wiley & Sons, Inc.		
<b>Street Address:</b>	605 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10158		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2028044	MISSION-BASED MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(201)748-6500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	201-748-5692		
<b>Email:</b>	jmarting@wiley.com		
<b>Correspondent Name:</b>	John Wiley & Sons, Inc.		
<b>Address Line 1:</b>	111 River Street		
<b>Address Line 4:</b>	Hoboken, NEW JERSEY 07030		
<b>ATTORNEY DOCKET NUMBER:</b>	MISSION BASED		
<b>NAME OF SUBMITTER:</b>	Peggy Garry		
<b>Signature:</b>	/pg/		
<b>Date:</b>	12/27/2006		

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**Total Attachments: 16**

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## PURCHASE AGREEMENT

Agreement made as of the 15th day of January, 1998 by and between John Wiley & Sons, Inc., a New York corporation ( the "Purchaser") and Alpine Guild, Inc., a Colorado corporation (the "Seller").

### WITNESSETH:

WHEREAS, Purchaser wishes to purchase from Seller, and the Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to the published works listed on Schedule A, annexed hereto (the "Works") and certain other assets listed in Section 1.1 hereof, on the terms and subject to the conditions of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and conditions hereinafter set forth, the parties hereby agree as follows:

1. Sale of Assets.

1.1 Transfer and Sale. On the basis of the representations and warranties herein contained, and subject to all of the terms and conditions hereinafter set forth, Seller hereby sells, assigns and transfers to Purchaser, and Purchaser hereby purchases from the Seller, all of the Seller's right, title and interest in the following assets of the Seller (the "Publishing Assets") as the same exist on the date hereof, free and clear of all liens, security interests or other encumbrances:

(a) The Works. The Works listed on Schedule A.

(b) Author Contracts. The author contracts ("Author Contracts") relating to the Works, including all rights of Seller with respect to author advances. The Author Contract with respect to each of the Works (including any amendments thereto) is listed on Schedule A and a true, correct and complete copy of each Author Contract and all amendments has been delivered to the Seller.

(c) Production Material. All plates, films, camera-ready copy, photographs and artwork, permissions and vendor information relating specifically to the Works and all

manuscripts, reviews designs, artwork, covers, photographs and other production related materials related specifically to the Works.

(d) Files. All editorial, sales, promotion, royalty, manufacturing, and permissions and rights files and records, and other files and records relating specifically to any of the Works, whether in print or electronic media.

(e) Trademark. The registered trademark "Mission-Based Management" and any logo used in connection therewith, and all goodwill associated therewith. In confirmation of the foregoing, Seller shall, upon the execution of this Agreement, execute and deliver to the Purchaser a Trademark Assignment in the form annexed hereto as Schedule B.

(f) Inventory. All undamaged finished goods inventory of the Works (the "Inventory").

1.2 Excluded Assets. Except for the Publishing Assets, the Seller is not selling and the Purchaser is not acquiring any assets, properties or rights of any nature whatsoever, whether tangible or intangible, owned or used by the Seller. Without limiting the generality of the preceding sentence, the following assets are not being acquired:

(a) Accounts receivable from sale of the Works prior to the date hereof.

(b) The trade name "Alpine Guild" and any colophon relating thereto ("Seller identification") provided, however, that the Purchaser shall have the right to sell off the Inventory purchased from the Seller and use any printed materials pertaining to the Works without deleting Seller Identification. It is understood that when any such Works or printed materials are reprinted, all Seller Identification will be deleted.

1.3 Purchase Price. (a) The aggregate purchase price for the Publishing Assets (excluding the Inventory) is Sixty Nine Thousand Five Hundred Dollars (\$69,500), payable upon execution of this Agreement by wire transfer to an account designated by the Seller.

(b) The purchase price for the Inventory is Seller's actual paper, printing and binding cost (as set forth on Schedule D annexed hereto) and shall be paid within 10 days after delivery of the Inventory to Purchaser's warehouse as hereinafter provided.

1.4 Assumed Obligations. As further consideration for the Publishing Assets, the Purchaser hereby assumes the Seller's obligations under the Author Contracts listed on Schedule A, excluding, however, the Seller's liability for payment of accrued royalties as provided in Section 3. It is understood and agreed that Purchaser is assuming

only the obligations specified in the preceding sentence and no other obligations or liabilities of the Seller.

1.5 Author's Consent. Upon executing this Agreement, Seller shall deliver to Purchaser a written consent of Peter C. Brinkerhoff to the assignment of the Author Contracts to the Purchaser.

2. Delivery of Tangible Assets. All tangible Publishing Assets and related files and documents shall be delivered to the Purchaser as follows:

(a) All Inventory shall be shipped by the Seller, F.O.B. Seller's warehouse as soon as practicable in accordance with shipping instructions to be given by the Purchaser. The Seller shall comply with such reasonable instructions concerning packaging and labeling as the Purchaser may give to the Seller. Risk of loss with respect to the inventory sold to the Purchaser hereunder remains with the Seller until such inventory is delivered to the Purchaser's designated shipper.

(b) All plates, films, camera-ready copy and other items referred to in clause (c) of Section 1.1 shall be delivered to the Purchaser or as the Purchaser may otherwise direct as soon as practicable after the date hereof. Any shipping or other out of pocket expenses incurred in making such deliveries shall be borne by the Purchaser.

(c) All editorial files (but excluding draft manuscripts) and all files pertaining to marketing, copyright or legal matters relating to the Works, including but not limited to original signed copies of all Author Contracts, including any amendments or addenda thereto, shall be delivered to the Purchaser as soon as practicable. Any other files, records or documents referred to in Section 1.1((d) shall be retained by the Seller for a period of 18 months from the date hereof and delivered to Purchaser if so requested by the Purchaser. Any shipping or other out of pocket expenses incurred in making such deliveries shall be borne by the Purchaser.

3. Royalties.

The Seller shall be liable for any and all royalties accruing prior to the date hereof with respect to sales of Works by the Seller prior to the date hereof. The Purchaser shall be liable for any and all royalties accruing on or after the date hereof with respect to sales of the Works made by the Purchaser.

4. Returns; Stickers; Orders.

4.1 The Seller shall be solely liable for any amounts that may be payable or credited to its customers for returns of the Works shipped by Seller prior to the date hereof ("Seller's Returns"). The Purchaser shall be solely liable for any amounts which may be payable or credited to customers for returns of the Works shipped by Purchaser on or after the date hereof ("Purchaser Returns"). In order to identify Seller's Returns and Purchaser's Returns, Purchaser shall affix a sticker containing the Purchaser's ISBN number to each book purchased from the Seller.

4.2 The Purchaser shall be required to purchase Seller's Returns in undamaged condition which are shipped to Purchaser within the 90 day period after the date hereof, provided, however, that Purchaser shall not be obligated to purchase more than one hundred (100) copies of a single Work. The Purchaser shall have the right, but not the obligation, to purchase any additional Seller's Returns which are in undamaged condition. After the expiration of the 90 day period, the Seller shall notify the Purchaser quarterly of any Seller's Returns and Purchaser, at its option may elect to purchase some or all of such Returns. If there are no Seller's Returns, no report shall be made by the Seller. All returns purchased pursuant to the provisions of this Section 4.2 shall be at a price (F.O.B. Seller's warehouse or other premises) equal to Seller's actual paper, printing and binding cost for the inventory as set forth in Schedule C hereto. All of Seller's Returns not purchased by the Purchaser as provided herein shall be destroyed by Seller at Seller's expense or retained by Seller for the personal use (but not for resale) of the Seller's shareholders or associates of the Seller's shareholders.

4.3 Seller shall promptly deliver to Purchaser for Purchaser's account, all orders for the Works which have not been fulfilled by Seller prior to the date hereof. For a period of one year, Seller shall promptly forward to Purchaser any additional orders for or inquiries concerning the Works which it receives.

5. Representations and Warranties of Seller and the Shareholder.

The Seller and the Shareholder jointly and severally hereby represent and warrant to Purchaser as follows:

5.1 Organization and Good Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado and has the power and authority to own, lease and operate its assets, properties and business and to carry on its business as now conducted.

5.2 Authorization. This Agreement and all other documents required to be executed and delivered by Seller pursuant to this Agreement have been duly authorized and approved by all required corporate action of Seller. All of the shareholders of the Seller

have approved the transactions contemplated by this Agreement. Seller has the corporate power and authority to execute and deliver this Agreement and the other documents to be executed by Seller pursuant to this Agreement and to enter into the transactions contemplated hereby. This Agreement is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforcement may be limited by general principles of equity or by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

5.3 Sales Records. All records and schedules relating to the sales of the Works which have been provided to the Purchaser by the Seller are, to the best of Seller's knowledge and belief, true and complete in all material respects.

5.4 Restrictions; Assignment of Author Contracts. The execution, delivery and performance of this Agreement and the transactions contemplated hereby will not result in the violation of any of the terms and provisions of the Seller's Certificate of Incorporation or By-Laws or of any decree, order or rule of any court or governmental authority which is binding upon the Seller or its properties. All of the Seller's rights under each of the Author Contracts may be assigned to the Purchaser without the consent of the author or any other party.

5.5 Title to Purchased Assets. The Seller has good and marketable title to all of the Publishing Assets, free and clear of all liens, claims, pledges, mortgages, encumbrances or security interests.

5.6 Litigation. There is no action, suit or proceeding at law or in equity, arbitration or other proceeding, or proceeding by or before any governmental agency, pending, or, to the best of the knowledge of Seller, threatened against or affecting the Seller or any of the Publishing Assets.

5.7 Brokers or Finders. Neither the Seller nor the Shareholder has taken any action which could in any way obligate the Purchaser to pay any broker's or finder's fee by reason of the transactions herein contemplated.

5.8 Publication Rights. The Seller is the owner of all of the rights in the Works (subject to the rights of the author retained in the Author Contracts), with the exception of material which is in the public domain or which has been printed or used with the permission of others or by fair use. Each of the Works was published with proper copyright notice in accordance with United States Copyright Law and the Universal Copyright Convention. To the best of Seller's knowledge, none of the Works contain any libelous or unlawful statements or violate any copyright, trademark or other right of others.

The Seller has used that reasonable care which a prudent publisher in its field would customarily use with respect to the matters set forth in the preceding two sentences. The Seller has received no notice of any claim with respect to or involving any of the Works or the agreements relating to any of them. There are no licenses, sublicenses, subsidiary rights or translation rights agreements relating specifically to any of the Works, except that permissions have been granted to quote portions of the Works for promotion purposes.

5.9 Trademark. The rights of the Seller in the trademark "Mission-Based Management" are free and clear of any liens or other encumbrances. The Seller has received no notice or claim of any adversely held trademark, service mark or trade name of any other person or notice of any claim of any other person relating to the trademark "Mission-Based Management".

6. Representations and Warranties of Purchaser.

Purchaser hereby represents and warrants to Seller as follows:

6.1 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has the power and authority to own, lease and operate its assets, properties and business and to carry on its business as now conducted.

6.2 Authorization. The execution, delivery and performance of this Agreement has been duly and effectively authorized and no further authorization or consent is required. The execution, delivery and performance of this Agreement and the transactions contemplated hereby have not and will not result in the breach of, or constitute a default by Purchaser under its certificate of incorporation or by-laws or of any decree, order or rule of any court or governmental authority which is binding upon Purchaser or its property. This Agreement has been duly executed and delivered by Purchaser and is a valid and binding obligation of Purchaser enforceable in accordance with its terms, except as such enforcement may be limited by general principles of equity or by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

6.3 Brokers or Finders. Purchaser has taken no action which could in any way obligate Seller or the Shareholder to pay any broker's or finder's fee by reason of the transactions herein contemplated.

7. Indemnification of Purchaser.

7.1 Scope of Indemnification. The Seller hereby agrees to indemnify and to hold Purchaser harmless from and against all losses, liabilities, damages, deficiencies,



obligations, costs or expenses, less the amount of any insurance proceeds received by Purchaser in connection therewith (including interest, penalties and reasonable attorneys' fees and disbursements) (collectively "Losses") based upon, resulting from or arising out of any inaccuracy in or breach of any representation or warranty or any nonperformance or breach of any covenant or agreement of Seller contained in this Agreement.

7.2 Time Limitation on Indemnification. Seller shall not have any liability under the indemnification provisions contained in this Section 7 or otherwise under this Agreement, unless written notice of the indemnification claim is given by Purchaser to Seller before the expiration of 18 months from the Closing

7.3 Survival of Covenants, Representations and Warranties. Notwithstanding any right of Purchaser fully to investigate the affairs of the Seller and notwithstanding any knowledge of facts determined or determinable by Purchaser pursuant to such investigation or right of investigation, Purchaser shall have the right to rely fully upon the representations, warranties, covenants and agreements of Seller and the Shareholders contained in this Agreement. All representations, warranties, covenants and agreements made by the parties hereunder or pursuant hereto or in connection with the transactions contemplated hereby shall survive (for a period of 18 months from the date hereof) the execution of this Agreement and the sale and purchase of the Publishing Assets regardless of any investigation at any time made by or on behalf of any party.

8. Further Assurances.

The Seller shall execute such documents and other papers and take such further action requested by the Purchaser as may be reasonably required or desirable to carry out the provisions hereof.

9. Press Release.

Neither Purchaser nor Seller shall issue any press release or other public announcement concerning this Agreement or the transactions contemplated hereunder without the prior written approval of the other party, except as may be required by law.

10. Notices.

Any notice which may be required to be given hereunder shall be in writing, and if to Purchaser shall be delivered by hand, mailed by certified mail return receipt requested, sent by overnight courier or sent by facsimile transmission, to:

John Wiley & Sons, Inc.  
605 Third Avenue  
New York, New York 10158  
Attn.: Robert Chiarelli  
Facsimile No.: 212-850-6500

with a copy to its general counsel at the same address; and if to Seller or to the Shareholder, shall be delivered by hand, mailed by certified mail return receipt requested, sent by overnight courier or sent by facsimile transmission, to:

PO Box 4846  
Dillon, CO 80435  
Attn: Robert Follett  
Facsimile No.: 970-262-9378

with a copy to:

Lloyd L. Rich, Esq.  
1163 Vine Street  
Denver, CO 80206  
Facsimile No.: 303-388-0477

Any notice so given shall be deemed to have been given on the date of delivery, if hand delivered, on the date of mailing if sent by certified mail and on the date of sending if sent by overnight courier or facsimile transmission. Any party hereto may change the address to which notice shall be sent by giving written notice to all of the other parties hereto of such address.

11. Entire Agreement; Amendments.

This Agreement, including the Schedules hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all oral or written statements, representations, warranties, undertakings or agreements between the parties with respect to such subject matter. This Agreement may not be amended or modified in any respect except by a written instrument signed by the parties hereto.

12. Governing Law.

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York as if wholly entered into and performed in the State of New York.

13. Benefit and Binding Nature of the Agreement.

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

14. Headings.

The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

15. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument.

16. Severability.

In case any provision in this Agreement, or portion thereof, shall be held to be invalid, illegal or unenforceable, the validity, legality or unenforceability of the remaining provisions hereof, or the remaining portion of such provision, will not in any way be affected or impaired thereby.

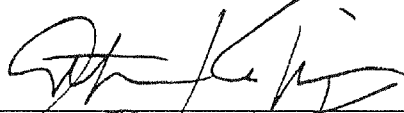
17. Bulk Sales.

The Purchaser hereby waives compliance by the Seller with any applicable laws relating to bulk transfers in connection with the sale of the Publishing Assets. Seller agrees to indemnify the Purchaser with respect to any liability Purchaser may incur as a result of failure to comply with the bulk transfer laws.

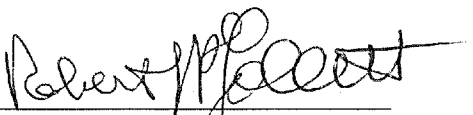
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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

John Wiley & Sons, Inc.

By:   
Name: Stephen Kippner  
Title: Executive Vice President

Alpine Guild, Inc.

By:   
Name: Robert Follett  
Title: President

Schedule A

Works

<u>ISBN</u>	<u>Title</u>	<u>Copyright No.</u> <sup>1</sup>
0-931712-15-7	Mission-Based Management	TX 3-938-135
0-931712-23-8	Mission-Based Marketing	pending
0-931712-19-X	Financial Empowerment	TX 4-340-595

Author Contracts:

Mission-Based Management: Agreement dated January 20, 1994

Mission-Based Marketing: Agreement dated August 30, 1997

Financial Empowerment: Agreement dated January 2, 1996

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<sup>1</sup> Registered in the name of the author, Peter C. Brinkerhoff.

Schedule B

TRADEMARK ASSIGNMENT

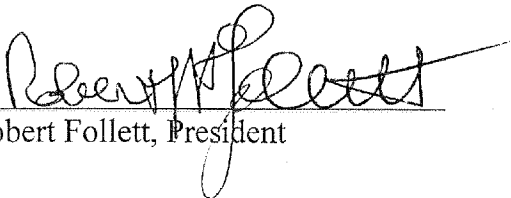
WHEREAS, Alpine Guild, Inc., a corporation having an office at Dillon, Colorado (the "Assignor") has adopted, acquired, used and is using exclusively in its business the registered trademark "Mission-Based Management" (registration number 2,028,044) (the "Mark");

WHEREAS, John Wiley & Sons, Inc., a New York corporation, having an office at 605 Third Avenue, New York, New York 10158 (the "Assignee") is desirous of acquiring all right, title and interest in and to the Mark and the goodwill related thereto.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby sell, assign and transfer to the Assignee, its successors and assigns, all of Assignor's right, title and interest in the Mark, together with the goodwill of the business symbolized by the Mark, the registration therefor, and the right to sue and collect damages and/or profits for past infringement of the Mark, the intent being to substitute Assignee in the place of Assignor.

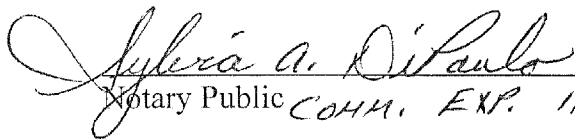
IN WITNESS WHEREOF, the Assignor has cause this instrument to be signed by a duly authorized corporate officer and its corporate seal to be affixed, as of this 15th day of ~~December~~ <sup>January</sup>, 1998.

ALPINE GUILD, INC.

By:   
Robert Follett, President

State of Colorado     )  
  ) ss  
County of SUMMIT)

On this 19<sup>TH</sup> day of January, 1998, before me personally appeared Robert Follett, to me personally know, who, being duly sworn, did say that he is the President of Alpine Guild, Inc. and that he duly executed the foregoing instrument for and on behalf of Alpine Guild, Inc. being duly authorized to do so and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public COHM. EXP. 11/16/2000

**ALPINE GUILD, Inc.**

**AUTHOR'S CONTRACT**

AGREEMENT made this 20th day of January, 1994, between  
**Peter Brinckerhoff**, hereinafter called Author,  
whose address is 2716 Meadow Pointe Drive, Springfield, Illinois 62702,  
and whose telephone number is (217) 793-1689 (H), (217) 544-5687 (O).  
The Author's citizenship is United States of America.  
Social Security or Tax Identification Number 049-40-9178

and **ALPINE GUILD, Inc.**, a Colorado Corporation, 300 South Euclid Avenue, Oak  
Park Illinois 60302, P.O. Box 183, Oak Park, Illinois 60303, (708) 386-3507, hereinafter  
called Publisher.

WITNESSETH

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Author hereby grants and assigns to the Publisher, and its successors and assignees,  
during the full term of the copyright, the entire, sole, and exclusive right to reproduce,  
publish, and sell a Work now entitled:

**Mission-Based Management:  
Leading Your Not-For-Profit Into The Twenty-First Century.**

hereinafter called the Work.

2. The Publisher shall publish the Work at its own expense and in such style and manner  
and at such price as it deems best suited to the sale thereof, and shall advertise and  
promote the Work as and to the extent it deems best.

3. The Author represents, warrants, and guarantees to the Publisher that the Work is the  
product of the sole authorship of the Author, unless a co-author or co-authors are listed in  
the Appendix hereto, that permission has been obtained to include any portions of works  
owned by others, and that the Author is the owner of all rights granted to the Publisher  
hereunder; that the Work is original, has not been previously published except as disclosed  
in the Appendix hereto, and is not in the public domain; that the Work contains no  
libelous, obscene, or other unlawful matter, that it in no wise infringes upon the copyright  
or any other right of any person or party whatsoever, including the right of privacy. The  
Author agrees to hold the Publisher harmless and to indemnify the Publisher against any  
recovery finally sustained, and the cost and expenses incurred in any suit that may be  
brought or had against the Publisher by reason of a violation of any copyright or other

right, or because of any libelous, obscene, or other unlawful matter contained in the Work. The Publisher shall have the right, at the expense of the Author, to defend, through counsel of its choice, any suit involving any of the matters herein referred to; provided however, that if such suit is settled or disposed of favorably to the Publisher, the Publisher shall bear one-half of the counsel fees and other costs incurred, except in the case of a claim of copyright infringement. In the event any such suit is instituted, the Publisher shall promptly notify the Author and may withhold payments due the Author under this Agreement to pay costs, expenses, and judgements.

3. The Author agrees to deliver a final, completed manuscript of the Work on computer disk in a commonly-recognized word processing language and on 8.5 x 11 inch paper, in the English language, not later than 30 April 1994 (Near-final delivered). If the Author fails to deliver the manuscript by this date, the Publisher may terminate this Agreement by giving the Author written notice and the Publisher shall then be entitled to repayment from the Author of all amounts that may have been advanced by the Publisher. However, the Publisher and the Author may, by written consent, establish a new date for delivery of the completed manuscript.

4. If the Publisher shall not have examined a manuscript of the Work which is reasonably complete prior to the signing of this Agreement, the Publisher shall have the right and sole discretion to reject the manuscript when it is delivered, or to request such changes and/or additions as the Publisher believes are necessary to make for a salable publication. The Author may refuse to make such changes and/or additions; in such event, this Agreement shall be terminated and the Author shall return all amounts that have been advanced by the Publisher. If the Author agrees to make the changes and/or additions, the Author and Publisher will then establish a new date for the delivery of the manuscript, and if such date is not observed the provisions of Paragraph 3 shall apply. In no event shall the Publisher be required to publish a manuscript that in its sole opinion contains libelous, obscene, or otherwise unlawful material, or contains an invasion of privacy, or contains materials for which proper rights and permissions have not been obtained.

5. The Publisher will apply for copyright of the Work in the name of the Author and will imprint the appropriate copyright notice in each copy of the published Work.

6. The rights granted herein to the Publisher to publish the Work shall include all rights to publication in printed form, in electronic form, as well as all rights to translations, sound recordings, visual recordings, broadcasting, and any other as yet unknown means of transmitting the content of the Work, as well as rights to serializations, special editions, anthologies, book clubs, foreign publication or distribution, and all other rights to reproduce the Work or any part or substance thereof in any form whatsoever.

7. The Publisher shall pay to the Author a royalty of fifteen percent (15%) of the net amounts received by the publisher from the sale of the Work or any part or substance thereof in whatsoever form or media. Net amounts received shall not include payments for shipping or transportation or for sales or use taxes.



The Publisher shall pay royalties to the Author semi-annually, not later than August 31 for revenues received during the period from January 1 through June 30, and not later than February 28 for revenues received during the period from July 1 through December 31. The Publisher may withhold from the payment due for any period an amount not to exceed ten (10) percent of the amount due the Author as a reserve against returns of materials sold which may be returned in a subsequent period. Reserves for returns shall not be cumulative from period to period.

Should the reserve be inadequate to cover the amount returned or should there be other overpayments, the Publisher shall be entitled to withhold such overpayments from the amount due in the next or subsequent periods.

In addition to the payment, the Publisher shall provide to the Author for each period a statement delineating the basis on which the payments are calculated.

The Author shall be entitled, upon proper notice, to examine the books and records of the Publisher to ascertain that proper payments of royalties have been made.

8. The Publisher shall provide the Author with ten free copies of the Work in book form (if that is the form of publication) or five free copies of the Work in electronic or recording form. In addition, the Author shall be entitled to purchase additional copies of the Work at the maximum wholesale discount, except that such copies shall not be resold except with the prior consent of the Publisher. The Publisher will send review copies to likely reviewing sources suggested by the Author and approved by the Publisher at no cost to the Author.

9. The Author will not, without the written consent of the Publisher, create, write, reproduce, or publish any other edition or form of the Work nor any other Work of a similar character which is reasonably likely to or does interfere with or injure the sale of the Work, nor shall the Author permit the use of the Author's name on or in connection with the publication of any such Work. Recognizing that some activities of the Author will enhance sales of the Work, the Author is encouraged to confer with the Publisher in advance about such opportunities so that consent can be obtained.

10. The Author should always retain a copy of the manuscript (electronic and/or paper) of the Work. The Publisher shall use reasonable care in safeguarding the manuscript, but should a loss occur the Publisher shall not be liable therefor.

11. If the Work shall have been unavailable for sale for a period of nine months, the Author may give the Publisher notice thereof, and in such event, the Publisher may declare in writing within 60 days of receipt of such notice its intention to make the Work available for sale within 180 days. Failure to make such declaration or to make the Work available for sale after such declaration shall cause all rights granted herein to revert to the Author without further notice or procedure. However, any rights granted by the Publisher to

others shall remain in effect and amounts received from the grant of such rights shall be reported to the Author and appropriate royalty payments made.

12. If the Publisher shall default in the making of payments as herein provided and shall neglect or refuse to make such payments within sixty days after written notice of such default, this Agreement shall terminate without prejudice to the Author's claims for monies due.

If a petition in bankruptcy shall be filed by or against the Publisher, or if it shall be adjudged insolvent by any court, or if a Trustee or Receiver of property of the Publisher shall be appointed by any court, or if the Publisher shall liquidate its business, this Agreement shall terminate automatically, without notice, and all rights granted by the Author to the Publisher shall revert to the Author.

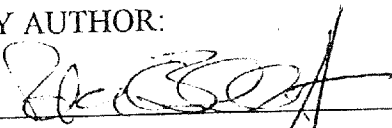
13. Any controversy or claim arising out of this Agreement, with the exception of a failure to make payments, shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association and judgement upon the settlement may be entered into the court having jurisdiction.

14. Unless otherwise specified in the Appendix hereto, all payments shall be made to the Author at the address given herein or at such other address as the Author shall designate from time to time.

15. This Agreement shall be binding upon the heirs, assignees, executors, trustees, and administrators of the parties hereto.

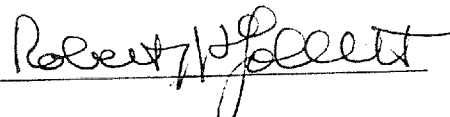
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated below.

BY AUTHOR:

  
\_\_\_\_\_  
Peter C. Benckert

Date: 2/2/99

BY ALPINE GUILD, Inc.

  
\_\_\_\_\_  
Robert J. R. Follett

President

Date: 1/25/94