

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Franklin Covey Products, LLC		04/13/2010	LIMITED LIABILITY COMPANY: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CompleteXrm, Inc.		
<b>Street Address:</b>	331 S Rio Grande Suite 203		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84101		
<b>Entity Type:</b>	Business Checking: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77490447	FCMOBILELIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(801)303-6613		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	801-438-3460 ex 2012		
<b>Email:</b>	heather@franklincoveysoftware.com		
<b>Correspondent Name:</b>	Heather Hart		
<b>Address Line 1:</b>	331 S Rio Grande Suite 203		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84101		
<b>NAME OF SUBMITTER:</b>	Heather Hart		
<b>Signature:</b>	/Heather Hart/		
<b>Date:</b>	06/21/2011		

OP \$40.00 77490447

Total Attachments: 33

**900195062**

**TRADEMARK  
 REEL: 004566 FRAME: 0873**



**ASSET PURCHASE AGREEMENT**

**Dated effective as of April 8, 2010**

**between**

**COMPLETEXRM, INC.  
as Buyer**

**and**

**FRANKLIN COVEY PRODUCTS, LLC  
as Seller**

**TABLE OF CONTENTS**

	<b>Page</b>
<b>ARTICLE I. SALE AND PURCHASE OF ASSETS</b> .....	1
<b>1.1 SALE AND PURCHASE OF ASSETS</b> .....	1
<b>1.2 ASSUMPTION OF LIABILITIES</b> .....	1
<b>1.3 DESIGNATED CONTRACTS</b> .....	2
<b>ARTICLE II. PURCHASE PRICE</b> .....	2
<b>2.1 PAYMENT OF PURCHASE PRICE FOR ASSETS</b> .....	2
<b>2.2 NON-COMPETE OF SELLER</b> .....	2
<b>2.3 NON-COMPETE OF BUYER</b> .....	2
<b>ARTICLE III. THE CLOSING</b> .....	3
<b>3.1 TIME AND PLACE OF CLOSING</b> .....	3
<b>ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF SELLER</b> .....	3
<b>4.1 ORGANIZATION AND STANDING OF SELLER</b> .....	<u>444</u>
<b>4.2 POWER AND AUTHORITY</b> .....	<u>444</u>
<b>4.3 BINDING EFFECT</b> .....	4
<b>4.4 ABSENCE OF CONFLICTING AGREEMENTS</b> .....	4
<b>4.5 ASSETS</b> .....	4
<b>4.6 INTELLECTUAL PROPERTY</b> .....	4
<b>4.7 CONTRACTS</b> .....	5
<b>4.8 LIABILITIES</b> .....	<u>666</u>
<b>4.9 MATERIAL CHANGES</b> .....	<u>666</u>
<b>4.10 TITLE TO PERSONAL PROPERTY</b> .....	6
<b>4.11 LEGAL PROCEEDINGS</b> .....	6
<b>4.12 ERISA</b> .....	6
<b>4.13 ABSENCE OF CERTAIN EVENTS</b> .....	6
<b>4.14 COMPLIANCE WITH LAWS</b> .....	<u>777</u>
<b>4.15 TAXES</b> .....	7
<b>4.16 ENCUMBRANCES CREATED BY THIS AGREEMENT</b> .....	7
<b>4.17 ENVIRONMENTAL</b> .....	7
<b>4.18 FINDERS</b> .....	<u>888</u>
<b>4.19 POSSIBLE OF SALE OF SELLER'S REMAINING BUSINESS</b> .....	<u>888</u>
<b>4.20 MARKETING SUPPORT</b> .....	<u>888</u>
<b>4.21 NO UNTRUE STATEMENT</b> .....	8
<b>ARTICLE V. REPRESENTATIONS AND WARRANTIES OF BUYER</b> .....	8
<b>5.1 ORGANIZATION AND STANDING</b> .....	8
<b>5.2 POWER AND AUTHORITY</b> .....	8
<b>5.3 BINDING AGREEMENT</b> .....	8
<b>5.4 ABSENCE OF CONFLICTING AGREEMENTS</b> .....	8
<b>5.5 CONSENTS</b> .....	<u>999</u>

5.6	FINDERS .....	<del>9008</del>
5.7	NO OTHER REPRESENTATIONS OR WARRANTIES .....	<del>9008</del>
ARTICLE VI. INFORMATION AND RECORDS CONCERNING SELLER .....		<del>9008</del>
6.1	ACCESS TO INFORMATION AND RECORDS BEFORE CLOSING .....	<del>9008</del>
ARTICLE VII. CONDITIONS TO CLOSING .....		9
7.1	SUPPLY AGREEMENT .....	9
7.2	LICENSE AGREEMENT .....	<del>1010109</del>
7.3	TECHNICAL SUPPORT .....	<del>1010109</del>
7.4	EMPLOYEES .....	<del>1010109</del>
7.5	PAYMENT OF EXISTING ROYALTIES .....	<del>1010109</del>
ARTICLE VIII. SURVIVAL AND INDEMNIFICATION .....		10
8.1	SURVIVAL OF REPRESENTATIONS AND WARRANTIES .....	10
8.2	INDEMNIFICATION BY SELLER .....	<del>1111110</del>
8.3	INDEMNIFICATION BY BUYER .....	11
8.4	ASSERTION OF CLAIMS .....	11
8.5	CONTROL OF DEFENSE .....	11
8.6	LIMITATIONS ON INDEMNIFICATION OBLIGATIONS .....	<del>12121211</del>
ARTICLE IX. MISCELLANEOUS .....		12
9.1	COSTS AND EXPENSES .....	12
9.2	SALES AND TRANSFER TAXES .....	12
9.3	FURTHER ASSURANCES .....	12
9.4	PERFORMANCE .....	12
9.5	BENEFIT AND ASSIGNMENT .....	<del>13131312</del>
9.6	EFFECT AND CONSTRUCTION OF THIS AGREEMENT .....	<del>13131312</del>
9.7	NOTICES .....	<del>13131312</del>
9.8	WAIVER, DISCHARGE, ETC .....	13
9.9	RIGHTS OF PERSONS NOT PARTIES .....	<del>14141413</del>
9.10	GOVERNING LAW .....	<del>14141413</del>
9.11	AMENDMENTS, SUPPLEMENTS, ETC .....	<del>14141413</del>
9.12	SEVERABILITY .....	<del>14141413</del>
9.13	COUNTERPARTS .....	14

## SCHEDULES & EXHIBITS

Schedule 1.1	-	Assets
Schedule 4.4	-	Conflicting Agreements
Schedule 4.6	-	Intellectual Property
Schedule 4.7	-	Contracts
Schedule 4.8	-	Material Liabilities
Schedule 4.9	-	Material Changes
Schedule 4.13	-	Absence of Certain Events
Schedule 4.20	-	Marketing Support Schedule
Exhibit 1.1	-	Form of Assignment and Form of Bill of Sale
<del>Exhibit 2.2</del>	<del>-</del>	<del>Form of Non-Competition and Confidentiality Agreement</del>
Exhibit 7.1	-	Form of Supply Agreement
Exhibit 7.3	-	Form of Technical Support Agreement

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into as of the 8th day of April, 2010, among COMPLETE XRM, INC., a Delaware corporation ("Buyer") and FRANKLIN COVEY PRODUCTS, LLC, a Utah limited liability company ("Seller").

### Recitals

A. Seller owns or licenses all of the assets used to operate that segment of the software and technology business being sold by Seller to Buyer (the "Software Business").

B. Seller desires to sell certain specific assets that are used in the operation of the Software Business to Buyer, and Buyer desires to purchase such assets from Seller, in accordance with the terms and conditions hereinafter set forth.

### Agreement

In consideration of the foregoing, the mutual promises contained herein and the benefits to be derived by the parties pursuant hereto, Buyer and Seller hereby agree as follows:

## ARTICLE I. SALE AND PURCHASE OF ASSETS

**1.1 Sale and Purchase of Assets.** Subject to the terms and conditions of this Agreement, at the Closing (as hereinafter defined), Buyer shall acquire from Seller, and Seller shall sell, assign, transfer and convey to Buyer certain specific tangible and intangible assets which are identified on Schedule 1.1 attached hereto, and all of Seller's books and records pertaining to the foregoing (all of such properties and assets to be conveyed to Buyer from Seller being hereinafter referred to collectively as the "Assets"). At Closing, Seller shall deliver to Buyer possession of the Assets (or the right to obtain possession on demand) together with such instruments of sale and transfer, including without limitation, an Assignment and a Bill of Sale, in the forms attached as Exhibit 1.1 attached hereto and made a part hereof, sufficient to vest in Buyer good and marketable title to the Assets being purchased by Buyer, free and clear of all liens, security interest, encumbrances, claims and other exceptions of any kind whatsoever. To the extent that all or any portion of the Assets are licensed to Seller by Franklin Covey Co., Buyer shall acquire a license to use such Assets directly from Franklin Covey Co. at the Closing. Buyer acknowledges that Seller expects to continue to license from Franklin Covey domain names, brands and trademarks, in connection with the sale of the Software Applications by Seller, in the Franklin Covey branded retail stores, catalogs, call centers and on Seller's websites, for an indefinite term.

**1.2 Assumption of Liabilities.** Buyer shall not assume, nor in any way be liable or responsible for, any claims, lawsuits, liabilities, obligations or debts of Seller, including without limitation (i) tort claims asserted against Seller, claims for breach of contract or any claims of any kind asserted by customers, former customers, employees of Seller or any other party that are based on acts or omissions of Seller or its employees or agents occurring on or before the Closing Date; and (ii) any obligation or liability of Seller to pay money whatsoever occurring on or before the Closing Date.

**1.3 Designated Contracts.** Seller shall, at Closing, be obligated to assign all of its right, title and interest under all Contracts for the hosting of the domain names comprising the Assets (“Designated Contracts”) to Buyer and Buyer shall assume the obligations occurring from and after the Closing under such Designated Contracts, and Buyer indemnifies and agrees to hold harmless Seller from obligations arising the Closing. The Assignment and Bill of Sale (Exhibit 1.1) shall so provide.

**ARTICLE II. PURCHASE PRICE**

**2.1 Payment of Purchase Price for Assets.** The aggregate amount to be paid by Buyer to Seller for the Assets shall be \$1,100,000 (the “Purchase Price”). The Purchase Price shall be payable as follows:

- (a) Buyer shall pay \$600,000 to Seller at the execution of this Agreement.
- (b) Franklin Covey Co. shall cancel a \$75,000 Promissory Note owed by Seller to Franklin Covey Co. at Closing.

(c) Following Closing, Buyer shall pay to Seller an additional \$425,000 in royalties on future Net Sales, if any, actually collected from the sale of all Boxed Products, Online Products and Mobile Products which are described in the Supply Agreement referred to in Section 7.1, regardless of whether such products are sold by Seller and/or Buyer. Specifically, Buyer shall pay Seller a royalty of 5% of all Net Sales actually collected and made following Closing through July 31, 2011, and a royalty of 3% of all Net Sales actually collected and made on or after August 1, 2011, until such time as the cumulative amount of the royalties paid to Seller equals \$425,000. For purposes of this Agreement, “Net Sales” shall have the meaning given in the Supply Agreement referred to in Section 7.1. Royalties related to Net Sales made during the first six months following Closing shall accrue until seven months following Closing at which time they shall be paid in full. All subsequently earned royalties shall be paid within forty -five days of the end of the month when they are earned. Once \$425,000 in total royalties has been paid to Seller, the royalty on Net Sales shall thereafter be discontinued and terminated. ~~In the event that the Supply Agreement is terminated due to any reason prior to the date on which \$425,000 in aggregate royalties has been paid to Seller, the Buyer shall immediately pay to Seller the sum of \$425,000 less any royalties previously paid to Seller pursuant to this paragraph.~~

- (d) The Purchase Price shall be allocated among the Assets as follows:

Rights to Sell Software Applications	\$	_____
Assignments of Existing Agreements		_____
Rights to Use Domain Names, Brands and Trademarks		_____
Goodwill		_____
Total	\$	_____

**2.2 Non-compete of Seller.** As an inducement for Buyer to purchase, and as partial consideration for the purchase of the Assets and as an inducement for Buyer to execute this Agreement,

Formatted: Centered



~~Seller shall enter into a non-compete agreement in the form attached hereto as Exhibit 2.2, agree to the following provisions concerning non-competition: During the term of this Supply Agreement, and continuing for a period of two (2) years after the date on which the Supply Agreement is terminated, Seller shall not sell any product directly competitive with the Products covered by the Supply Agreement anywhere in the world. Notwithstanding the foregoing, Seller retains the right to: (a) sell products pursuant to the terms and conditions of the Supply Agreement; and (b) to develop and add new software applications and products that do not directly compete with the Software Applications which Buyer is acquiring pursuant to this Agreement and the License Agreement contemplated by Section 7.2 of this Agreement.~~

~~2.3 Non-competition of Buyer. Buyer agrees that during the term of this Supply Agreement referred to in Section 7.1 and continuing for a period of two (2) years after the date on which the Supply Agreement is terminated, Buyer shall not, except as may be permitted in the Supply Agreement, in any manner, directly or indirectly, design, develop, manufacture, market, promote, advertise, distribute, lease, license or sell (i) any Training-Oriented Product or Training-Oriented Service in any country, region or territory, or (ii) any product that is competitively similar to any Custom Rich Media or to any new product created by Seller or Franklin Covey Co. that would reasonably be included in Custom Rich Media. Buyer shall not directly or indirectly assist or permit any Affiliate of Buyer to engage in any activity that would be prohibited under this Section 2.3 if carried out by Buyer. Defined terms herein shall have the meanings described in the License Agreement being entered into by Buyer and Franklin Covey Co. contemporaneously with this Agreement, as contemplated by Section 7.2. Buyer shall be bound by the same restrictions and limitations that apply to Seller under the existing Master License Agreement between Seller and Franklin Covey Co. that affect Seller's ability to provide any Training-Oriented Product or services.~~

### ARTICLE III. THE CLOSING

**3.1 Time and Place of Closing.** The closing of the purchase and sale of the Assets contemplated by this Agreement shall take place on April 8, 2010 (the "Closing"), at the offices of Kirton & McConkie at 60 East South Temple, Suite 1800, Salt Lake City, Utah 84111, or on such later date or place as the parties shall agree in writing; provided, however, that in the event that the Existing Royalties payable pursuant to Section 7.5 have not been paid by April 8, 2010, all other conditions to Closing shall be completed and held in "escrow" pending payment of the existing royalties pursuant to Section 7.5. If the balance of existing royalties due and owing under other agreements between the parties is not paid in full on or before April 22, 2010, then Seller shall have the option, at its discretion, to terminate this Agreement and all related agreements referred to in Article VII. Furthermore, in the event that the transactions contemplated by this Agreement are held in "escrow" pending payment of the existing royalties due and owing under other agreements between the parties, then the Closing shall be deemed to have been delayed until such time as the existing royalties are paid in full, and the effective dates of this Agreement and all other agreements referred to in Article VII shall be similarly delayed, notwithstanding anything to the contrary in this Agreement or the other affected agreements. The date on which the Closing is effective is hereinafter called the "Closing Date."

### ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

Formatted: Centered

**4.1 Organization and Standing of Seller.** Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the state in which it is organized. Copies of Seller's Articles of Organization and Operating Agreement, and all amendments thereof to date, have been delivered to Buyer on or before the date of this Agreement and are complete and correct. Seller has the power and authority to own the property and assets now owned by it and to conduct the business presently being conducted by it.

**4.2 Power and Authority.** Seller has all requisite power and authority to execute, deliver and perform this Agreement, and as of the Closing, Seller will have all requisite power and authority to execute and deliver the Transaction Documents (as defined in Section 4.3 below) required to be delivered by Seller to the Buyer at the Closing.

**4.3 Binding Effect.** This Agreement and all other instruments and documents required or contemplated hereby and thereby (hereafter the "Transaction Documents") executed by Seller constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

**4.4 Absence of Conflicting Agreements.** Except as set forth on Schedule 4.4, neither the execution or delivery of this Agreement including all Schedules and Exhibits hereto, or any of the Transaction Documents by Seller, nor the performance by Seller of the transactions contemplated hereby and thereby, conflicts with, or constitutes a breach of or a default under (i) the Articles of Organization and Operating Agreement of Seller; or (ii) any applicable law, rule, judgment, order, writ, injunction, or decree of any court, currently in effect, or (iii) any applicable rule or regulation of any administrative agency or other governmental authority currently in effect; or (iv) any agreement, indenture, contract or instrument to which Seller is a party or by which any of its assets are bound.

**4.5 Assets.** As of the Closing, the Assets of Seller will include, but is not necessarily limited to, all of the Assets described on Schedule 1.1. To the extent that all or any portion of the Assets are licensed to Seller by Franklin Covey Co., Buyer shall acquire a license to use such Assets directly from Franklin Covey Co. at the Closing. The Assets are not subject to any liens, claims, or encumbrances, except as identified in this Agreement or the Schedules hereto. For the purposes of clarity, all assets of Buyer that are not identified on Schedule 1.1, including but not limited to Seller's inventory of software products and applications, shall be excluded from the sale as part of the Excluded Assets. Seller represents to Buyer that as of the date of this Agreement it is Seller's intention to continue to operate the non-PlanPlus related aspects of its operations for the foreseeable future.

**4.6 Intellectual Property.** Schedule 4.6 attached hereto sets forth: (i) a true, correct and complete list and, where appropriate, a description of, items of intellectual property owned by, or used or useful in connection with the Software Business of Seller, including, but not limited to, trade secrets, know-how, any other confidential information of Seller, United States and foreign patents, trade names, trademarks, trade name and trademark registrations, copyrights and copyright registrations, and applications for any of the foregoing, including software applications (collectively the "Intellectual Property"); and (ii) a true, correct and complete list of all licenses or similar agreements or arrangements to which Seller is a party, either as licensee or licensor, with respect to the Intellectual Property. Except as otherwise disclosed in Schedule 4.6:

Formatted: Centered

(a) Seller is the sole and exclusive owner of all rights, title and interest in and to the Intellectual Property and all designs, permits, labels and packages used on or in connection therewith, free and clear of all liens, security interests, charges, encumbrances or other adverse claims and is free to transfer any item of Intellectual Property that is part of the Assets without the consent of any other person or entity;

(b) Seller has the right and authority to use, and to continue to use after the Closing, the Intellectual Property in connection with the conduct of its business in the manner presently conducted, and such use or continuing use does not conflict with, infringe upon or violate any rights of any other person, corporation or entity;

(c) Seller has not received notice of, and does not have any knowledge of any basis for, a pleading or threatened claim, interference action or other judicial or adversarial proceeding against Seller that any of the operations, activities, products, services or publications of Seller infringes or will infringe any patent, trademark, trade name, copyright, trade secret or other property right of a third party, or that it is illegally or otherwise using the trade secrets, formulae or property rights of others;

(d) there are no outstanding, nor to the best knowledge of the Seller, any threatened disputes or other disagreements with respect to any licenses or similar agreements or arrangements described in Schedule 4.6 or with respect to infringement by a third party of any of the Intellectual Property;

(e) the Intellectual Property owned or licensed by Seller is sufficient to conduct Seller's Software Business as presently conducted;

(f) no officer, director, stockholder or employee of Seller nor any spouse, child or other relative or affiliate thereof, owns directly or indirectly, in whole or in part, any of the Intellectual Property; and

(g) neither Seller has any knowledge that any third party is infringing, or has threatened to infringe, upon or otherwise violate any of Seller's rights in and to the Intellectual Property that will be transferred to Buyer upon the consummation of the transaction contemplated by this Agreement.

**4.7 Contracts.** Schedule 4.7 sets forth a complete and correct list of all material agreements, contracts and commitments to which Seller is a party or by which Seller or its assets are bound and that: (i) are related to the Software Business; and (ii) obligate Seller to perform obligations of \$5,000 or more as of the date hereof (the "Contracts"). Each of the Contracts was entered into and requires performance in the ordinary course of business and is in full force and effect. Seller is not in material default under any Contract and there has not been asserted, either by or against Seller under any Contract, any written notice of default, set-off or claim of default. To the knowledge of Seller, the parties to the Contracts other than Seller are not in material default of any of their respective obligations under the Contracts, and there has not occurred any event which with the passage of time or the giving of notice (or both) would constitute a material default or material breach under any Contract. Except as set forth on Schedule 4.7, all amounts payable under the Contracts are, or will at the Closing Date, be on a current basis.

Formatted: Centered

**4.8 Liabilities.** Except as set forth on Schedule 4.8, Seller has no material liabilities or obligations relating to the Software Business (whether absolute, accrued, contingent or otherwise and whether due or to become due, including, without limitation, any guarantees of any obligations of any other person or entity) of any kind or nature.

**4.9 Material Changes.** Except as noted on Schedule 4.9, between the completion of Buyer's due diligence and the date of this Agreement, there has not been any material adverse change in the condition (financial or otherwise) of the assets, properties or operations of Seller's Software Business or any damage or destruction of any of Seller's Assets, and during such period of time Seller has conducted its Software Business only in the ordinary and normal course. Seller has identified and communicated to Buyer all material information with respect to any fact or condition of which the Seller is aware that is reasonably likely to materially, adversely affect the future prospects (financial or otherwise) of Seller's Software Business, other than information concerning the industry generally.

**4.10 Title to Personal Property.**

(a) Seller has good and marketable title to, or valid and subsisting leasehold interests in, all of the personal property located at Seller's Software Business or used in connection with the operation of such Software Business, subject to no mortgage, security interest, pledge, lien, claim, encumbrance or charge, or restraint on transfer, except for a security interest in favor of Zions First National Bank and Marshall & Isley Bank, ~~both of which shall~~ be released from the Assets being sold at or prior to the Closing. No other person has any right to the use or claim possession of any of such property.

(b) No tangible personal property used by Seller in connection with the operation of Seller's Software Business is subject to a lease, conditional sale, security interest or similar arrangement.

**4.11 Legal Proceedings.** There are no claims, actions, suits or proceedings or arbitrations, either administrative or judicial, pending, or, to Seller's knowledge overtly threatened against or affecting its Software Business or the Assets, or Seller's ability to consummate the transactions contemplated herein.

**4.12 ERISA.** Seller is not transferring any assets that are related in any way to any employee benefit plan. Buyer is not assuming any obligations related to an employee benefit plan.

**4.13 Absence of Certain Events.** Except as set forth on Schedule 4.13, since the date of the Financial Statements and until the date of this Agreement, Seller has not:

(a) sold, assigned or transferred any of the assets of Seller's Software Business, except in the ordinary course of business;

(b) mortgaged, pledged or subjected to any lien, pledge, mortgage, security interest, conditional sales contract or other encumbrance of any nature whatsoever, any of the Assets;

(c) made or suffered any termination of any contract relating to the Software Business, except for contracts which are terminated in the ordinary course of business;

Formatted: Centered

(d) made or suffered any amendment, modification or termination of any other contract, commitment, instrument or agreement relating to the Software Business involving consideration or liability in excess of \$10,000;

(e) failed to pay or discharge when due any liabilities incurred in connection with the Software Business, the failure to pay or discharge which has caused or will cause any actual damage or give rise to the risk of a loss to Seller in excess of \$10,000;

(f) except for the transactions contemplated hereby, entered into any transaction relating to the Software Business other than in the ordinary course of business involving consideration in excess of \$10,000.

**4.14 Compliance with Laws.** Seller has not, within the period of twelve (12) months preceding the date of this Agreement, received any written notice that Seller or any of the Assets fail to comply in any material respect with any applicable Federal, state, local or other governmental laws or ordinances, or any applicable order, rule or regulation of any Federal, state, local or other governmental agency having jurisdiction over its businesses. To the best knowledge of Seller, neither Seller, nor any officer, director, employee, agent, or other representative of Seller has made, directly or indirectly, any illegal bribes, kickbacks, or political contributions with corporate funds, illegal payments from corporate funds to governmental officials in their individual capacities or illegal payments from corporate funds to obtain or retain business either within the United States or abroad.

**4.15 Taxes.** All taxes and assessments (including personal property, income, employment, and franchise taxes) that are payable prior to Closing have been paid in full. Seller has filed all tax returns and reports required to be filed prior to Closing, and the same are complete and correct in all material respects. All taxes arising prior to Closing, which Seller is required to withhold or collect in connection have been withheld or collected and paid to the proper governmental authorities. There is no tax litigation, investigation or proceeding pending, or to the knowledge of Seller, threatened in connection with such Seller's Software Business. Seller hereby agrees to timely file all tax returns and any pay all taxes currently due relating to the operation of Seller's Software Business prior to the Closing.

**4.16 Encumbrances Created by this Agreement.** The execution and delivery of this Agreement, or Seller's Transaction Documents, does not, and the consummation of the transactions contemplated hereby or thereby will not, create any liens or other encumbrances on any of the Assets in favor of third parties.

**4.17 Environmental.**

(a) Environmental Laws. To the knowledge of Seller, its Software Business is and at all times has been operating in compliance with all applicable environmental laws in all material respects.

(b) Legal Proceedings and Investigations. Seller has not received any summons, citation, order, notice or communication concerning any actual, alleged or potential violation of or failure to comply with any environmental laws arising out of or with respect to any real properties now or previously owned or leased by Seller.

Formatted: Centered

**4.18 Finders.** No broker or finder has acted for Seller in connection with the transactions contemplated by this Agreement. No broker or finder is entitled to any broker's or finder's fee or other commission in respect thereof based in any way on agreements, understandings or arrangements with Seller.

**4.19 Possible Sale of Seller's Remaining Business.** Seller has disclosed to Buyer the fact that Seller may, in the near future, sell other portions or all of Seller's remaining business, including Ecomm, Wholesale and CC, to another large industry player or other undisclosed third party.

**4.20 Marketing Support.** Seller agrees that Buyer ~~shall have the right to unreasonably be able to access~~ any marketing creative materials prepared for use by Seller, whether developed for packaging, emails, catalogs, sales collateral, ~~unless such materials have been licensed by Seller and the license precludes the Buyer from using such materials; provided, however, with respect to any creative marketing materials in existence or created hereafter, Seller shall negotiate in good faith to obtain a license for Seller to use such materials but such access is subject to Seller's legal right to share such creative marketing materials with Buyer, which may be prohibited by photography licensing rights, etc.~~ Seller ~~further~~ agrees to continue to market the software and technology products in reasonable ways to help to drive the business forward. Seller shall provide marketing efforts generally commensurate with the marketing efforts made by Seller in prior years, although the quantity of mail and catalog advertising shall be at the discretion of Seller. See the Marketing Support Schedule attached hereto as Schedule 4.20.

**4.21 No Untrue Statement.** None of the representations and warranties in this Article IV contains any untrue statement of material fact or omits to state a material fact necessary, in light of the circumstance under which it was made, in order to make any such representation not misleading in any material respect.

## ARTICLE V. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

**5.1 Organization and Standing.** Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller is also qualified and in good standing in the state of Utah.

**5.2 Power and Authority.** Buyer has the power and authority to execute, deliver and perform this Agreement, and as of the Closing, Buyer will have the power and authority to execute and deliver the Transaction Documents required to be delivered by it to Seller at the Closing.

**5.3 Binding Agreement.** This Agreement has been duly executed and delivered by Buyer. This Agreement is, and when executed and delivered by Buyer at the Closing, each of the Transaction Documents executed by Buyer will be, the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms.

**5.4 Absence of Conflicting Agreements.** Neither the execution or delivery of this Agreement or any of the Transaction Documents by Buyer nor the performance by the Buyer of the transactions contemplated hereby and thereby conflicts with, or constitutes a breach of or a default under (i) the formation documents of the Buyer, or (ii) any law, rule, judgment, order, writ, injunction, or

Formatted: Centered

decree of any court currently in effect applicable to Buyer, or (iii) any rule or regulation of any administrative agency or other governmental authority currently in effect applicable to Buyer, or (iv) any agreement, indenture, contract or instrument to which the Buyer is now a party or by which any of the assets of the Buyer is bound.

**5.5 Consents.** No authorization, consent, approval, license, exemption by, filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, is or will be necessary in connection with the execution, delivery and performance of this Agreement or any of the Transaction Documents by Buyer.

**5.6 Finders.** No broker or finder has acted for the Buyer in connection with the transactions contemplated by this Agreement, and no broker or finder is entitled to any broker's or finder's fee or other commission in respect thereof based in any way on agreements, understandings or arrangements with the Buyer.

**5.7 No Other Representations or Warranties.** Buyer is relying on no representation or warranty of Seller except as specifically set forth in this Agreement.

## ARTICLE VI. INFORMATION AND RECORDS CONCERNING SELLER

**6.1 Access to Information and Records before Closing.** Prior to the Closing Date, Buyer may make, or cause to be made, such investigation of Seller and the financial and legal condition of Seller's Software Business as Buyer deems necessary or advisable to familiarize itself with Seller and/or matters relating to Seller's history and the operation of its Software Business. Seller shall permit Buyer and its authorized representatives (including legal counsel and accountants), to have full access to Seller's Software Business books and records upon reasonable notice and during normal business hours, and Seller will furnish, or cause to be furnished, to Buyer such financial and operating data and other information and copies of documents with respect to Seller's Software Business as Buyer shall from time to time reasonably request. The documents to which Buyer shall have access shall include, but not be limited to, Seller's tax returns and related work papers related to the Software Business since their inception; and Seller shall make, or cause to be made, extracts thereof as Buyer or its representatives may request from time to time to enable Buyer and its representatives to investigate the affairs of Seller's Software Business and the accuracy of the representations and warranties made in this Agreement. Seller shall cause its accountants to cooperate with Buyer and to disclose the results of audits, if any, relating to Seller's Software Business and to produce the working papers relating thereto.

## ARTICLE VII. CONDITIONS TO CLOSING

**7.1 Supply Agreement.** Buyer and Seller shall enter into a mutually acceptable Supply Agreement in the form attached hereto as Exhibit 7.1 whereby Seller agrees to collect revenue and remit a portion thereof to Buyer for sales of Boxed Products in Seller's distribution channels and Buyer agrees to do the same for Online and Mobile Products sold through Buyer's channels, all according to the terms and conditions of the Supply Agreement. Such agreement shall require each party to remit any and all amounts collected for the other party within 45 days from the end of the month in which the funds were collected. The agreement shall require Seller to exercise good faith efforts to market and sell the software and technology products purchased herein. Seller shall provide marketing efforts generally commensurate with the marketing efforts made by Seller in prior years, although the quantity of mail and catalog advertising shall be at the discretion of Seller. Furthermore, since Seller is retaining its

Formatted: Centered

inventory of existing products as part of the Excluded Assets, Seller shall be permitted to sell out its inventory of the latest version of each product prior to ordering new products from Buyer, and Seller may discount earlier versions of each product by not more than 30% from the Standard Retail Price in order to sell such inventory.

**7.2 License Agreement.** Franklin Covey Company shall have approved the transfer and assignment of the Software Business to Buyer and shall have entered into a new license with Buyer or amended the existing Master License Agreement with terms acceptable to Buyer. The new or amended license shall grant Buyer the exclusive right to sell the software and technology owned by Franklin Covey Company, the license rights to which are purchased by Seller in this Transaction.

**7.3 Technical Support.** Seller shall assign that certain Support Agreement dated September 30, 2009, between it and Invisio to Buyer. Seller shall pay all fees and other amounts due and owing under such Agreement for work and services provided prior to Closing and Buyer shall pay all fees and expenses after Closing. In addition, Buyer and Seller shall enter into a mutually acceptable Technical Support Agreement in the form attached hereto as Exhibit 7.3 whereby Seller provides Buyer access to testing software solutions currently used by Seller and Microsoft Exchange (solely for testing PlanPlus for Outlook and other key software offerings) and use of "Live Person" accounts, "GoToMyPC" and Franklin Covey's Beta site.

**7.4 Employees.** Buyer hereby agrees to interview Seller's two software and technology employees (Todd Simons and Pam Dillenback) who primarily provide services to the Software Business. The personal computers, testing equipment, docking stations and monitors used by those employees, and twelve used computers currently loaned to Buyer are being sold to Buyer as part of the Assets, and are listed on Schedule 1.1, provided, however, that Seller may remove its internal software applications from such computers since its internal software applications are not being sold or purchased in this Transaction. Seller agrees that if Buyer hires Todd Simons and Pam Dillenback that they may remain on Seller's premises for up to a maximum of four business weeks after the Closing.

**7.5 Payment of Existing Royalties.** Buyer shall pay to Seller, at or prior to Closing, all existing royalties that are due under other agreements between the parties. As of March 31, the balance of such existing royalties due and owing from Buyer to Seller was approximately \$159,791. The parties may agree in writing to hold the transactions contemplated by this Agreement in "escrow" pending payment of the existing royalties until as late as April 22, 2010. ~~If the balance of existing royalties due and owing under other agreements between the parties is not paid in full on or before April 22, 2010, then Seller shall have the option, at its discretion, to terminate this Agreement and all related agreements referred to in Article VII. Furthermore, in the event that the transactions contemplated by this Agreement are held in "escrow" pending payment of the existing royalties due and owing under other agreements between the parties, then the Closing shall be deemed to have been delayed until such time as the existing royalties are paid in full, and the effective dates of this Agreement and all other agreements referred to in Article VII shall be similarly delayed, notwithstanding anything to the contrary in this Agreement or the other related agreements.~~

## ARTICLE VIII. SURVIVAL AND INDEMNIFICATION

**8.1 Survival of Representations and Warranties.** All representations and warranties made by each party in this Agreement and in each Schedule and Transaction Document shall survive the

Formatted: Centered



Closing Date and for a period of three (3) years after the Closing, notwithstanding any investigation at any time made by or on behalf of the other party, provided that the representations and warranties contained in Section 4.2 (Power and Authority), Section 4.3 (Binding Effect), Section 4.6 (Intellectual Property) and Section 4.15 (Taxes) shall survive until thirty (30) days after the applicable period of limitations shall have expired. All representations and warranties related to any claim asserted in writing prior to the expiration of the applicable survival period shall survive (but only with respect to such claim) until such claim shall be resolved and payment in respect thereof, if any is owing, shall be made.

**8.2 Indemnification by Seller.** Seller shall indemnify and defend Buyer and hold it harmless against and with respect to damage, loss, liability, deficiency, cost and expense (including, without limitation, reasonable attorneys' fees and expenses) (all of the foregoing hereinafter collectively referred to as "Loss") resulting from:

(a) any inaccuracy in any representation, or breach of any warranty, made by the Seller in Article IV; or

(b) the breach of any covenant or undertaking by the Seller contained in this Agreement which survives the Closing and is not waived by Buyer at or prior to the Closing; or

(c) all liabilities and obligations of Seller that are not expressly assumed by Buyer hereunder; or

(d) the ownership or operation of the Software Business and the Assets by Seller prior to the Closing Date.

**8.3 Indemnification by Buyer.** Buyer shall indemnify and defend Seller and hold it harmless against and with respect to any and all Loss resulting from:

(a) any inaccuracy in any representation, or breach of any warranty, set forth in Article V; or

(b) the breach of any covenant or undertaking by Buyer contained in this Agreement which survives the Closing and is not waived by Seller at or prior to the Closing; or

(c) the ownership or operation of the Businesses and the Assets by the Buyer after the Closing Date.

**8.4 Assertion of Claims.** Any claims for indemnification for breach of representations or warranties under this Agreement, its Schedules or any of the Transaction Documents must be asserted by written notice by a date which is three (3) years following the Closing Date, except that any claim based upon a breach of the representations and warranties contained in Section 4.2 (Power and Authority), Section 4.3 (Binding Effect), Sections 4.6 (Intellectual Property) and 4.15 (Taxes) may be asserted until thirty (30) days after the applicable period of limitations shall have expired.

**8.5 Control of Defense.** Any party seeking indemnification under this Agreement (an "Indemnitee") shall give each party from whom indemnification is sought (an "Indemnitor") prompt written notice of the claim for which it seeks indemnification. Failure of the Indemnitee to give such

Formatted: Centered

prompt notice shall not relieve an Indemnitor of its indemnification obligation; provided that such indemnification obligation shall be reduced by any damages suffered by the Indemnitor resulting from a failure to give prompt notice hereunder. All Indemnitors shall be entitled to participate in the defense of such claim. If at any time the Indemnitor acknowledges in writing that the claim is fully indemnifiable under this Agreement, it shall have the right to assume total control of the defense of such claim at its own expense. The Indemnitee agrees not to settle such claim without the written consent of all Indemnitors which consent shall not be unreasonably withheld. Nothing contained in this Section 8.5 shall prevent either party from assuming total control of the defense and/or settling any claim against it for which indemnification is not sought under this Agreement.

**8.6 Limitations on Indemnification Obligations.** Buyer and Seller's liability to each other for a Loss shall not exceed the Purchase Price; provided, however, such limit shall not apply to any Losses arising from the other party's intentional misrepresentation or fraud; and further provided that (i) Buyer's liability shall not exceed \$1.1 million less amounts previously paid by Buyer as consideration for the Assets acquired by the Buyer pursuant to this Agreement, (ii) Seller's liability for any Losses arising from a breach by them of any representation or warranty related to Seller's title to the Assets and/or Seller's right, without the consent or approval of any third party, to transfer any Intellectual Property to Buyer shall not exceed the Purchase Price, (iii) Seller's liability for any Losses not described in clause (ii) of this sentence, or any covenant or other provision contained in this Agreement or the Transaction Documents, shall not exceed the Purchase Price less any Royalty amount remaining due and payable at the time such liability becomes payable by Seller to Buyer. Subject to the foregoing limits, the liabilities of Seller to indemnify Buyer will attach only after Buyer's aggregate Losses exceed \$5,000 and then from the first dollar. If Seller is obligated to make any indemnification payment to Buyer under the terms hereof at a point in time in which Buyer is still obligated to Seller to pay Royalty amount, then such indemnification obligation of Seller shall first be offset against amounts due from Buyer hereunder.

## ARTICLE IX. MISCELLANEOUS

**9.1 Costs and Expenses.** Except as expressly otherwise provided in this Agreement, Buyer and Seller shall bear their own costs and expenses in connection with this Agreement and the transactions contemplated hereby.

**9.2 Sales and Transfer Taxes.** Any and all sales taxes, use taxes, transfer taxes, stamp taxes or other similar taxes or expenses imposed or required to be paid in connection with the sale of the Assets to Buyer and any penalties or interest with respect to such taxes or expenses shall be paid by Seller.

**9.3 Further Assurances.** At any time and from time to time at or after the Closing, Seller shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, deeds, assignments, transfers, conveyances, powers of attorney, confirmations and assurances as Buyer may reasonably request to more effectively convey, assign and transfer to and vest in the Buyer full legal right, title and interest in and actual possession of the Assets and to generally carry out the purposes and intent of this Agreement.

**9.4 Performance.** In the event of a breach by any party of its obligations hereunder, the other party shall have the right, in addition to any other remedies which may be available, to obtain specific performance of the terms of this Agreement, and the breaching party hereby waives the defense

Formatted: Centered

that there may be an adequate remedy at law. Should any party default in its performance, or other remedy, the prevailing party shall be entitled to its reasonable attorneys' fees from the other party.

**9.5 Benefit and Assignment.** This Agreement binds and inures to the benefit of each party hereto and its successors and proper assigns.

**9.6 Effect and Construction of this Agreement.** This Agreement and the Exhibits and Schedules hereto embody the entire agreement and understanding of the parties and supersede any and all prior agreements, arrangements and understandings relating to matters provided for herein, including, without limitation, the Proposed Term Sheet for purchase of Franklin Covey Products Software Assets. The captions used herein are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement.

**9.7 Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given when personally delivered to the party or parties entitled to receive the notice or three (3) business days after being sent by certified or registered mail, postage prepaid, properly addressed to the party or parties entitled to receive such notice at the address stated below.

If to Seller:	Franklin Covey Products LLC. 2250 West Parkway Blvd. Salt Lake City, Utah 84119 Attn: Paul McDonnel
with a copy to:	Robert N. Wilkinson Anderson Call & Wilkinson 136 East South Temple, Suite 2400 Salt Lake City, Utah 84111
If to the Buyer:	CompleteXrm, Inc. 331 South Rio Grande, Suite 203 Salt Lake City, Utah 84101 Attn: Keith Norris
with a copy to:	R. Gary Winger, Esq. Kirton & McConkie 60 East South Temple, Suite 1800 Salt Lake City, Utah 84111

**9.8 Waiver, Discharge, Etc.** This Agreement shall not be released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing executed by or on behalf of each of the parties hereto by their duly authorized officer or representative. The failure of any party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

Formatted: Centered

**9.9 Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto, other than the successors and proper assigns of the parties hereto.

**9.10 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, disregarding any rules relating to the choice or conflict of laws.

**9.11 Amendments, Supplements, Etc.** At any time before or after the execution and delivery of this Agreement by the parties hereto, this Agreement may be amended or supplemented by additional agreements, articles or certificates, as may be mutually determined by the parties to be necessary, appropriate or desirable to further the purposes of this Agreement, to clarify the intention of the parties, or to add to or to modify the covenants, terms or conditions hereof or thereof. The parties hereto shall make such technical changes to this Agreement, not inconsistent with the purposes hereof, as may be required to effect or facilitate any governmental approval or acceptance of this Agreement or to effect or facilitate any filing or recording required for the consummation of any portion of the transactions contemplated hereby. This Agreement may not be amended except by an instrument in writing signed by each of the parties.

**9.12 Severability.** Any provision, or distinguishable portion of any provision, of this Agreement which is determined in any judicial or administrative proceeding to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. It is the intention of the parties that if any provision of this Agreement shall be determined to be overly broad in any respect, then it should be enforceable to the maximum extent permissible under the law. To the extent permitted by applicable law, the parties waive any provision of law which renders a provision hereof prohibited or unenforceable in any respect.

**9.13 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

[Remainder of page intentionally left blank.]

Formatted: Centered

**IN WITNESS WHEREOF**, each of the parties hereto and in the capacity indicated below has executed this Agreement as of the day and year first above written.

**SELLER:**

**FRANKLIN COVEY PRODUCTS, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BUYER:**

**COMPLETEXRM, INC.**

\_\_\_\_\_  
By: Keith Norris  
Its: President

4824-2274-4832.2

Formatted: Centered

[Gary: Schedule 1.1 has been revised, and all of the remaining schedules are new.]

**Schedule 1.1**

**Assets**

1. Seller is assigning to Buyer all of Seller's right, title and interest in the following Existing Agreements:
  - a. INVISUS, LLC.
  - b. The SCO Group
  - c. EB Carlson
  - d. BTHtwo
  - e. Ad Hoc Axiom
  - f. Agilix Labs
  - g. Apple, Inc.
  - h. Navarre Distribution Services, Inc.
  - i. Web Information Solutions, Inc. (WebIS)
  - j. Leader Technologies, Inc (LeaderTech)
  - k. Creative Ebiz Solutions, Inc. (CES)
  
2. Seller shall prior to Closing amend its Master License Agreement with FCC and Buyer shall secure a License Agreement for the following as an existing Master License Agreement with Franklin Covey Co. which allows Seller to sell the Software Applications described below. Seller is selling its rights (exclusive and/or non-exclusive, as determined under the Master License Agreement) to sell the Software Applications described below to third parties, by agreeing to modify its Master License Agreement with Franklin Covey Co. in such a manner which will permit Franklin Covey Co. to enter into a new License Agreement directly with Buyer. Notwithstanding the foregoing, Seller retains a worldwide, royalty-free license to continue to use and sell all Software Applications, and to use all related domain names, brands and trademarks, in connection with the Software Applications, in the Franklin Covey-branded email stores, catalogs, and centers, and on its websites, for an indefinite term. Additionally, the Seller retains the unlimited right to develop and sell new software products and applications. The Software Applications include:
  - a. PlanPlus for Outlook 6.0
  - b. TasksPlus for Outlook
  - c. ProjectsPlus for Outlook
  - d. EmailPlus for Outlook
  - e. PlanPlus for Windows 5.1
  - f. Forms Wizard 4.0
  - g. QuickContacts Software 2.0
  - h. PlanPlus Online
  - i. FCmobilelife
  - j. FCmobilelife Tasks
  - k. FCmobilelife Goals
  - l. PlanPlus for Outlook 7.0
  
3. Seller shall transfer to Buyer all of its right, title and interest in the "Address Phone" following Domain Names, Brands and Trade Marks. Buyer shall enter into a license agreement with Seller for use of the "Address Phone" Domain Name, subject to Seller's retention of a worldwide, royalty-free license to continue to use the domain names, brands and trademarks, in connection

Formatted: Centered

~~with the Software Applications, in the FranklinCovey branded retail stores, catalogs, e-mail content and on its websites, for an indefinite term. Address/Phone.~~

The following Domain Names, Brands and Trade Marks are owned by Franklin Covey Co. They are not owned by Seller. They have been licensed to Seller by Franklin Covey Co. They are not being sold to Buyer. They are included on this Schedule 1.1 solely for the purpose of notifying Buyer that Buyer should obtain a license from Franklin Covey Co. to use the same Domain Names, Brands and Trade Marks:

- a. www.planplusonline.com
- b. PlanPlus Online
- c. PlanPlus Outlook
- d. PlanPlus Windows
- e. FranklinCovey Software

4. The following items of tangible personal property:

- a. The following used computers, testing equipment, docking stations and monitors currently used by Seller's two software technology employees, after being stripped of Seller's corporate applications, are transferred on an "as is" basis:

**Todd Simons':**

Desktop Computer	700197
Monitor	300837
Monitor	No Asset Tag
Docking Station	No Asset Tag
Notebook Computer	700401

**Pam Dillenback's:**

Laptop Computer	700424
Desktop Computer	700214
Desktop Computer	700157
Desktop Computer	700278
Monitor	300359
Monitor	700215
Monitor	100210

- b. The following used computers currently loaned to Buyer, after being stripped of Seller's corporate applications, are transferred on an "as is" basis:

Monitors:

- 100251, 100162, 100465, 100223, 100255, 100167, 700022, 100252, 100341, 100467, 100173, 100222

CPU's

- 700375, 700409, 700198, 700079, 700264, 700120, 700163, 700190, 700073, 700140, 700411, 700410

5. The licensed trademarks appearing below in the following two tables are not owned by Seller. They have been licensed to Seller by Franklin Covey Co. They are not being sold to Buyer. They are included on this Schedule 1.1 solely for the purpose of notifying Buyer that Buyer should obtain a license from Franklin Covey Co. to use the same trademarks.

Formatted: Centered

LICENSED TRADEMARKS OWNED BY FRANKLIN COVEY CO				
APPLICATIONS/REGISTRATIONS				
Trademark	Country	Application No	Registration No	Class(es)
EMAILPLUS (pending)	United States of America	77/695948		9
EMAILPLUS (pending)	United States of America	77/696944		35, 38, 42
PLANPLUS	United States of America	76/445733	3089040	9
PLANPLUS	United States of America	77/472172		42
PROJECTSPLUS	United States of America	77/470625		9
TASKSPLUS	United States of America	77/470566		9

COMMON LAW TRADEMARKS OWNED BY FRANKLIN COVEY CO			
COMMON LAW TRADEMARKS			
Product Name	Combined with Third Party Marks	Goods/Services Description	Class
PlanOne			
PlanPlus for Outlook		planning and organizational software	
PlanPlus for Windows		planning and organizational software	
PlanPlus Online		Software	9

5. Seller owns the following trademark applications and common law trademarks:

FILED TRADEMARK APPLICATIONS				
Trademark	Country	Application No	Registration No	Class(es)
FCMOBILELIFE	United States of America	77/475880		9
FORMS WIZARD	United States of America	76/147441	2541965	9

COMMON LAW TRADEMARKS			
Product Name	Combined with Third Party Marks	Goods/Services Description	Class
FCMOBILELIFE TASKS (used but see note on suspension of FCMobileLife)		Planning and organizational software	9
FCMOBILELIFE GOALS (used but see note on suspension of FCMobileLife)		Planning and organizational software	9
Address/Phone			9
One Space			9
One Touch			9
Print To Fit			9
Printer Assistant			9
Tablet Planner			9

6. Seller transfers to Buyer all of its right, title and interest in the following trademark applications and common law trademarks. Buyer shall enter into a license agreement with Seller for use of such

Formatted: Centered



trademark applications and trademarks, subject to Seller's retention of a worldwide, royalty-free license to continue to use the trademarks, in connection with the Software Applications, in the FranklinCovey branded retail stores, catalogs, call centers and on its websites, for an indefinite term;

**I. FILED TRADEMARK APPLICATIONS**

Trademark	Country	Application No.	Registration No.	Class(es)
FCMOBILELIFE	United States of America	77/475880		9
FORMS WIZARD	United States of America	76/147441	2541965	9

**COMMON LAW TRADEMARKS**

Product Name	Combined with Third Party Marks	Goods/Services Description	Class
FCMOBILELIFE TASKS (used but see note on suspension of FCMobileLife)		Planning and organizational software	
FCMOBILELIFE GOALS (used but see note on suspension of FCMobileLife)		Planning and organizational software	

Note: Seller filed a trademark application on the mark "FCMOBILELIFE", but the application was suspended due to a conflict with T Mobile. For that reason, Seller questions whether any application filed on the marks "FCMOBILELIFE TASKS" or "FCMOBILELIFE GOALS" might be suspended for the same or similar reasons. Although Seller will assign all of its right, title and interest in the marks "FCMOBILELIFE TASKS" and "FCMOBILELIFE GOALS", it makes no representations or warranties concerning what interest it may have in those marks.

7. Seller transfers to Buyer all of its right, title and interest in the following copyrights, Buyer agrees to enter into a license agreement with Seller for use of such copyrights, subject to Seller's retention of a worldwide, royalty-free license to continue to use the copyrights in connection with the Software Applications, in the FranklinCovey branded retail stores, catalogs, call centers and on its websites, for an indefinite term;

**II. COPYRIGHTS**

All copyrights in the goods, or packaging therefore, identifiable by the product name or trademarks set forth in Section I herein, and in this Section II, to the extent that Seller has any such copyrights.

Formatted: Centered

**Schedule 4.4  
Conflicting Agreements**

None.

Formatted: Centered

**Schedule 4.6  
Intellectual Property**

**List of Intellectual Property, Licenses or Similar Agreements**

5. Seller has an existing Master License Agreement with Franklin Covey Co. which allows Seller to sell the Software Applications described below. The Software Applications include:
  - a. PlanPlus for Outlook 6.0
  - b. TasksPlus for Outlook
  - c. ProjectsPlus for Outlook
  - d. EmailPlus for Outlook
  - e. PlanPlus for Windows 5.1
  - f. Forms Wizard 4.0
  - g. QuickContacts Software 2.0
  - h. PlanPlus Online
  - i. FCmobilelife
  - j. FCmobilelife Tasks
  - k. FCmobilelife Goals
  - l. PlanPlus for Outlook 7.0
  
6. Seller owns the following Domain Names, Brands and Trade Marks: Address/Phone.
  
3. The following Domain Names, Brands and Trade Marks are owned by Franklin Covey Co.:
  - a. www.planplusonline.com
  - b. PlanPlus Online
  - c. PlanPlus Outlook
  - d. PlanPlus Windows
  - e. FranklinCovey Software
  
4. The trademarks appearing below in the following two tables are owned by Franklin Covey Co., and are licensed to Seller:

LICENSED TRADEMARKS OWNED BY FRANKLIN COVEY CO				
APPLICATIONS/REGISTRATIONS				
Trademark	Country	Application No	Registration No	Class(es)
EMAILPLUS (pending)	United States of America	77/695948		9
EMAILPLUS (pending)	United States of America	77/696944		35, 38, 42
PLANPLUS	United States of America	76/445733	3089040	9
PLANPLUS	United States of America	77/472172		42
PROJECTSPLUS	United States of America	77/470625		9
TASKSPLUS	United States of America	77/470566		9

Formatted: Centered

COMMON LAW TRADEMARKS OWNED BY FRANKLIN COVEY CO			
COMMON LAW TRADEMARKS			
Product Name	Combined with Third Party Marks	Goods/Services Description	Class
PlanOne			
PlanPlus for Outlook		planning and organizational software	
PlanPlus for Windows		planning and organizational software	
PlanPlus Online		Software	9

5. Seller owns the following trademark applications and common law trademarks:

FILED TRADEMARK APPLICATIONS				
Trademark	Country	Application No	Registration No	Class(es)
FCMOBILELIFE	United States of America	77/475880		9
FORMS WIZARD	United States of America	76/147441	2541965	9

COMMON LAW TRADEMARKS			
Product Name	Combined with Third Party Marks	Goods/Services Description	Class
FCMOBILELIFE TASKS (used but see note on suspension of FCMobileLife)		Planning and organizational software	9
FCMOBILELIFE GOALS(used but see note on suspension of FCMobileLife)		Planning and organizational software	9
Address/Phone			9
One Space			9
One Touch			9
Print To Fit			9
Printer Assistant			9
Tablet Planner			9

Formatted: Centered

### **Disputed or Threatened Intellectual Property**

Note: Seller filed a trademark application on the mark "FCMOBILELIFE", but the application was suspended due to a conflict with T Mobile. For that reason, Seller questions whether any application filed on the marks "FCMOBILELIFE TASKS" or "FCMOBILELIFE GOALS" might be suspended for the same or similar reasons. Although Seller will assign all of its right, title and interest in the marks "FCMOBILELIFE TASKS" and "FCMOBILELIFE GOALS", it makes no representations or warranties concerning what interest it may have in those marks.

Formatted: Centered

**Schedule 4.7  
Contracts**

<b>Contract Title</b>	<b>Contract Description</b>
Agilix Labs State of Work #2 and #3 Development Agreements	Software Development Agreement
Ad Hoc Axiom Software Development Agreement	Software Development Agreement
Apple iPhone Distribution Agreements	iPhone Distribution Agreements
BTHtwo Channel Sales Agreement	Software Development Agreement
EB Carlson Distribution Agreement	Manufacturers Sales Rep Agreement
Invisus Technical Support Agreement	Technical Support Agreement
LeaderTech Registration Agreement	Software Registration Agreement
Navarre Distribution Agreement	Software Distribution Agreement
SCO Mobile Development Agreement	Software Development Agreement
Web IS Development Agreement	Mobile Application Development Agreement

Formatted: Centered

**Schedule 4.8**  
**Material Liabilities**

A security interest in favor of Zions First National Bank and Marshall & Ilsley Bank, which  
| ~~shall~~ be released from the Assets being sold at or prior to the Closing

**Schedule 4.9  
Material Changes**

None



**Schedule 4.13  
Absence of Certain Events**

None

**Schedule 4.20**  
**Marketing Support Schedule**

As noted in Section 4.20 and Section 7.1, Seller shall provide marketing efforts generally commensurate with the marketing efforts made by Seller in the prior years, although the quantity of mail and catalog advertising shall be at the discretion of Seller. Marketing efforts shall be defined as:

- Participation in FranklinCovey Products catalogs
- Email programs comprising
  - One html email per month, with up to two sends during the month, each month throughout ~~each~~ calendar year. The number of recipients who receive the email will be commensurate with past email sends. Specific timing during the month will be at the discretion of Seller acting reasonably.
  - One text email per month, with up to two sends during the month, during six months of the calendar year during months that are mutually agreeable to both parties. The number of recipients who receive the email will be commensurate with past email sends. Specific timing during the month will be at the discretion of Seller acting reasonably.
- Website Banner Ads
  - Frequency of impression and placement of the ads will be at the discretion of Seller relative to other concurrent revenue opportunities and campaigns.
- Get Organized (GO) Forum blogs
- Product Giveaways

Complete xRM will be responsible for providing all required product benefits and features messaging and graphical imagery, as well as sufficient marketing direction to the FC Product LLC marketing teams to allow the marketing to be implemented during normal business hours. Complete xRM will be responsible for all content for blogs. FC Products will be responsible for communicating clear deadlines on all deliverables from Complete xRM, which deadlines shall not be shorter than the deadlines provided by FC Products for its own operations. Complete xRM will be responsible for overtime charges (including but not limited to personnel expense, outside programming, or image manipulation) resulting from missing deadlines in providing the above information. Any product giveaway costs will be the responsibility of Complete xRM.

In the past, FC Products LLC invested considerable resources in keyword programs and the development of new or significantly revamped software mini-sites. ~~Given the new loyalty arrangements~~ FC Products LLC will not be required to continue to develop the

~~NON-SOFTWARE PROGRAMS FOR CREATING NEW MINI-SITES HAVE MARGIN TO INVESTMENT IN THESE PROGRAMS.~~ However, FC Products LLC will continue to update product information on the existing software mini-site, which is only months old.

In the past, FC Products LLC also managed software promotions through its network of affiliates, which required a revenue share of 10% to 20% with the affiliate. However, the affiliate manager, Commission Junction, is unable to link sales to specific product lines. Consequently, FC Products will be unable to differentiate between software sales and non-software sales. FC Products LLC management will commit to eight hours of training to show Complete xRM how to establish its own affiliate programs which may link directly to Complete xRM.

AGRS/1768.7

**Comment [m1]:** Keith, please review. We should discuss.

~~AN 10, 8374, 8369, 2, 8320, 8334, 8360, 1~~

**Formatted:** Font: 9 pt

**Formatted:** Font: 9 pt