

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAPSCO, INC.		04/01/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Universal Map Group, LLC
Street Address:	40 Skippack Pike
City:	Fort Washington
State/Country:	PENNSYLVANIA
Postal Code:	19034
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2863484	GETMAPSCO.COM
Registration Number:	1187587	MAPSCO
Registration Number:	2093148	MAPSCO
Registration Number:	2204579	MAPSCO
Registration Number:	2481429	MAPSCO
Registration Number:	2561224	MAPSCO.COM
Registration Number:	2185408	THE ROADS OF TEXAS

CORRESPONDENCE DATA

Fax Number: (215)540-5818
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215 540 9200
 Email: bhouwen@howsonandhowson.com
 Correspondent Name: Stanley B. Kita, Howson & Howson LLP
 Address Line 1: 501 Office Center Drive
 Address Line 2: Suite 210

CH \$190.00 2863484

Address Line 4: Fort Washington, PENNSYLVANIA 19034

ATTORNEY DOCKET NUMBER:

MAPSCO-UNIVERSAL ASSIGN

NAME OF SUBMITTER:

Bea Houwen

Signature:

/Bea Houwen/

Date:

08/18/2011

Total Attachments: 9

source=universal#page1.tif

source=universal#page2.tif

source=universal#page3.tif

source=universal#page4.tif

source=universal#page5.tif

source=universal#page6.tif

source=universal#page7.tif

source=universal#page8.tif

source=universal#page9.tif

GENERAL CONVEYANCE, TRANSFER AND ASSIGNMENT

THIS GENERAL CONVEYANCE, TRANSFER AND ASSIGNMENT ("*Assignment*") effective as of April 1, 2010, is between MAPSCO, INC., a Delaware corporation ("*Seller*") and UNIVERSAL MAP GROUP, LLC, a Pennsylvania limited liability company ("*Buyer*").

WITNESSETH

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated as of February 25, 2010 (the "*Agreement*") providing, among other things, for the sale by Seller and the purchase by Buyer of the Assets of Seller; and

WHEREAS, in order to effectuate the sale and purchase of the Assets, Seller and Buyer are executing and delivering this Assignment.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby act and agree as follows:

1. Conveyance of Assets. Subject to Paragraph 2 hereof and the terms of the Agreement, Seller hereby SELLS, CONVEYS, TRANSFERS, ASSIGNS and DELIVERS unto Buyer and its successors and assigns, to have and to hold for its own use and the use of its successors and assigns forever, all of Seller's right, title and interest in and to all of the Assets, free and clear of all encumbrances, other than Permitted Encumbrances.

2. Excluded Assets. It is specifically understood and agreed that this Assignment and the term "Assets" as used herein do not cover or include the Excluded Assets.

3. Defined Terms. All capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement.

4. Counterparts. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one Assignment. For purposes of this Assignment, a document (or signature page thereto) signed and transmitted by facsimile, telecopier or electronic mail shall be treated as an original document.

5. Further Assurances. From time to time, as and when requested by Buyer, Seller shall execute and deliver, or cause to be executed and delivered, such documents and

instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes of this Assignment.

6. Controlling Agreement. It is contemplated that Seller may, at any time or from time to time, execute, acknowledge and deliver one or more separate instruments of assignment and conveyance relating to certain of the Assets. No such separate instrument of assignment or conveyance shall limit the scope and effect of this Assignment. In the event that any conflict or ambiguity exists as between this Assignment and any such separate instrument of assignment, the terms and provisions of this Assignment shall govern and be controlling. To the extent any provision of this Assignment is inconsistent with the Agreement, the provisions of the Agreement shall control.

7. Governing Law. The validity of this Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (other than the choice of law principles thereof).

8. Successors and Assigns. This Assignment shall bind Seller and its successors and assigns and inure to the benefit of Buyer and its successors and assigns.

9. Remedies. Nothing in this Assignment, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Buyer and Seller, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Buyer and Seller, their successors and assigns.

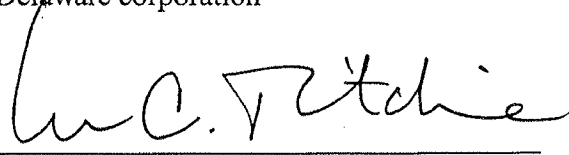
10. Descriptive Headings. The descriptive headings of the several Paragraphs, subparagraphs and clauses of this Assignment were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

[This space intentionally left blank]

EXECUTED this 1st day of April, 2010.

SELLER:

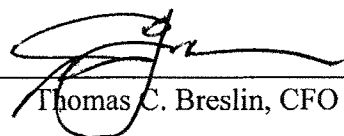
MAPSCO, INC.,
a Delaware corporation

By: 

Lee C. Ritchie, Chairman of the Board

BUYER:

UNIVERSAL MAP GROUP, LLC,
a Pennsylvania limited liability company

By: 

Thomas C. Breslin, CFO

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of this 28th day of February, 2010 by and between MAPSCO, INC., a Delaware corporation ("Seller"), having its principal place of business in Addison, Texas, and Universal Map Group, LLC, a Pennsylvania limited liability company ("Purchaser"), having its principal place of business in Fort Washington, Pennsylvania.

WHEREAS, Seller is engaged in the principal business of producing and selling street guides, wall maps, fold maps, road atlases, globes, map software and other similar products via its own distribution network and retail stores as well as the internet the ("Business"); and

WHEREAS, Seller desires to sell to Purchaser substantially all of the assets of the Business; and Purchaser desires to purchase substantially all of the assets of the Business from Seller, upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I

GENERAL

Section 1.01. DEFINITIONS. (a) Unless otherwise stated in this Agreement, the following terms shall have the following meanings (the following definitions to be equally applicable to both the singular and plural forms of any of the terms herein defined):

"Affiliate": Any Person that, directly or indirectly, controls, or is controlled by or under common control with, another Person. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with"), as used with respect to any Person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities or by contract or otherwise.

"Assumed Obligations": The duties, obligations, debts and liabilities of Seller assumed by Purchaser under Section 1.04.

"Governmental Body": Any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

"Purchaser Indemnitees": Section 6.01(a).

"Purchaser Representatives": Section 3.01(b).

"Records": Section 1.02(b)(9).

"Reviewed Financial Statements": Section 2.01(c)(i).

"Scheduled Contracts": Section 2.01(h).

"Seller Indemnitees": Section 6.01(b).

Section 1.02. AGREEMENT TO PURCHASE AND SELL.

(a) On the Closing Date (as hereinafter defined) and subject to the terms and conditions of this Agreement, Seller shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase from Seller, all of Seller's right, title and interest in and to all of the assets, rights, franchises and properties of Seller other than the Excluded Assets (as defined in subsection (c) below) (all such assets, rights, franchises and properties being herein collectively referred to as the "Assets" and individually referred to as an "Asset"), in each case free and clear of all Liens other than Permitted Encumbrances.

(b) Subject to Section 1.02(c), the Assets shall consist of all assets of Seller at the Effective Time of Closing, including but not limited to the following:

(1) Maps. All base maps and indexes in whatever form or medium existing (including but not limited to all original map drawings, film flats, index files and computer files) developed and used in publishing Seller's street atlases and other maps in all media in which they are made or stored, including without limitation computer files and discs, including, without limitation, all of the items listed in Appendix 1.02(b)(1) to Seller's Disclosure Letter (collectively, the "Maps").

(2) Equipment. All furniture, equipment, machinery, apparatus, tools, dies, appliances, vehicles, implements, spare parts, retail map displays, supplies and all other tangible personal property of every kind and description (other than the Inventories) used in the conduct of the Business located either on the Leasehold Property or elsewhere, which on November 30, 2009 would have included all of the items listed in Appendix 1.02(b)(2) to Seller's Disclosure Letter (the "Equipment").

(3) Intangible Assets. All patents, trademarks, technology, know-how, data, copyrights, tradenames, servicemarks, domain names, software, licenses, covenants by others not to compete, rights and privileges used in the conduct of the Business and the right to recover for infringement thereon and all goodwill associated with the Business in connection with which the marks are used (the "Intangible Assets"). On November 30,

2009, the Intangible Assets would have included all of the items listed in Appendix 1.02(b)(3) to Seller's Disclosure Letter.

(4) [Reserved]

(5) Assigned Contracts. All of the contracts and agreements described in Appendix 1.02(b)(5) to the Seller's Disclosure Letter (the "**Assigned Contracts**"), and all rights (including rights of refund and offset), privileges, deposits, claims, causes of action and options relating or pertaining to the Assigned Contracts or any thereof.

(6) Inventories. All inventories held by Seller for sale or use in the Business, including, without limitation, finished goods, cartographic works-in-progress, supply inventories, and other inventories (but excluding other works-in-progress and raw materials), which on November 30, 2009 would have included all of the items listed in Appendix 1.02(b)(6) to Seller's Disclosure Letter (the "**Inventories**").

(7) Backlog Orders. All of Seller's backlog of orders for products manufactured or sold by Seller, which are (i) accepted by Seller in the Ordinary Course of Business prior to the Effective Time of Closing or (ii) listed in Appendix 1.02(b)(7) to the Seller's Disclosure Letter and, in each case, not invoiced or shipped or cancelled prior to the Effective Time of Closing (collectively, the "**Backlog Orders**").

(8) Accounts. All accounts receivable of Seller, including without limitation those which are not evidenced by instruments or chattel paper, whether or not they have been earned by performance or have been written off or reserved against as a bad debt or doubtful account in any Financial Statements; together with all instruments and all documents of title representing any of the foregoing, all rights in any merchandise or goods which any of the same represent, and all rights, title, security and guaranties in favor of Seller with respect to any of the foregoing, including, without limitation, any right of stoppage in transit (the "**Accounts Receivable**").

(9) Books and Records. All of Seller's books, records, papers and instruments of whatever nature and wherever located that relate to the Business or the Assets or which are required or necessary in order for Purchaser to conduct the Business from and after the Effective Time of Closing, including, without limitation, blueprints, specifications, plats, maps, surveys, building and machinery diagrams, maintenance and production records, personnel and labor relations records, environmental records and reports, property Tax records, sales records, customer lists and other customer data (including credit data), and supplier lists and data, but excluding sales and income Tax records and returns and corporate minute book and stock records (the "**Records**"); provided, however, Seller may retain copies of the Records at Seller's expense prior to Closing, and Purchaser may make and retain copies of all excluded records and returns at Purchaser's expense.

IN WITNESS WHEREOF, the undersigned have executed this Agreement in multiple counterparts as of the date first above written.

PURCHASER:

UNIVERSAL MAP GROUP, LLC

By:  _____

SELLER:

Thomas C. Bresler, SVP & CFO

MAPSCO, INC.

By:  _____

Lee C. Ritchie, Chairman of the Board

Country	Trademark Name	Status	App. No.	Reg. No.	Reg. Date	Goods and Services
United States	GETMAPSCO.COM	Registered	76/499,277	2,863,484	13-Jul-2004	Class 41: Providing interactive maps and map images by means of an on-line website on a global computer network Class 42: Providing geographical information by means of an on-line website on a global computer network; providing temporary use of on-line, non-downloadable software for use to create customized maps.
United States	MAPSCO	Registered	73/249,430	1,187,587	26-Jan-1982	Class 16: Wall maps and books comprising maps, street guides, major office and public building guides, public schools, and shopping centers
United States	MAPSCO	Registered	75/163,083	2,093,148	02-Sep-1997	Class 9: Electronic publications, namely, street indexes recorded on diskettes and cd roms
United States	MAPSCO	Registered	75/977,736	2,204,579	17-Nov-1998	Class 9: Prerecorded CD-ROMs containing street maps and software for accessing and displaying street maps
United States	MAPSCO	Registered	75/759,118	2,481,429	28-Aug-2001	Class 42: Custom mapping services, namely, organizing and displaying demographic data and competitors locations for use by businesses in selecting site locations; geographic information services for business site locations

Country	Trademark Name	Status	App. No.	Reg. No.	Reg. Date	Goods and Services
United States	MAPSCO.COM	Registered	76/060,206	2,561,224	16-Apr-2002	Class 35: Retail services featuring preprinted maps, customized maps, globes, global positioning systems, and map software via the Internet and by telephone
United States	THE ROADS OF TEXAS	Registered	75/222,885	2,185,408	01-Sep-1998	Class 16: Paper goods and printed matter, namely, state road atlases