

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM333217

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900316203		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dolan LLC		12/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CQ-Roll Call, Inc.		
Street Address:	77 K Street, N.E., 8th Floor		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20002		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2745356	FEDNEWS	
Registration Number:	2566956	FNS FEDERAL NEWS SERVICE	
Registration Number:	2566914	FNS	
Registration Number:	2552102	FEDERAL NEWS SERVICE	
CORRESPONDENCE DATA			
Fax Number:	2023464444		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-346-4246		
Email:	achud@goodwinprocter.com		
Correspondent Name:	Adam M. Chud		
Address Line 1:	901 New York Avenue, N.W.		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	10882 - 10885		
NAME OF SUBMITTER:	Adam M. Chud		
SIGNATURE:	/Adam M. Chud/		
DATE SIGNED:	02/25/2015		

Total Attachments: 17

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM332598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dolan LLC		12/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CQ-Roll Call, Inc.		
Street Address:	77 K Street, N.E., 8th Floor		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20002		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2745356	FEDNEWS	
Registration Number:	2566956	FNS FEDERAL NEWS SERVICE	
Registration Number:	2566914	FNS	
Registration Number:	2552102	FEDERAL NEWS SERVICE	
CORRESPONDENCE DATA			
Fax Number:	2023464444		
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Phone:	202-346-4246		
Email:	achud@goodwinprocter.com		
Correspondent Name:	Adam M. Chud		
Address Line 1:	901 New York Avenue, N.W.		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	10882 - 10885		
NAME OF SUBMITTER:	Adam M. Chud		
SIGNATURE:	/Adam M. Chud/		
DATE SIGNED:	02/19/2015		
Total Attachments: 5			
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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of December 1, 2014 (the "**Agreement**") by and among CQ-Roll Call, Inc., a Delaware corporation ("**Buyer**"), Federal News Service LLC, a Delaware limited liability company (the "**Company**" or "**Seller**"), and Dolan LLC, a Delaware limited liability company (the "**Parent**").

RECITALS:

A. The Parent is engaged, through the Company, in marketing, selling and licensing real-time transcripts of governmental and other public events, hearings, presentations and conferences and the provision of transcription, translation and calendar monitoring services (the "**FNS Business**").

B. Seller and the Parent desire to sell, and Buyer desires to purchase from Seller, certain of the assets relating to the FNS Business and to assume certain liabilities of Seller relating to the FNS Business all on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter set forth, it is hereby agreed among Buyer and Seller as follows:

ARTICLE I DEFINITIONS

Capitalized terms not defined in this Article I shall have the meaning set forth elsewhere in this Agreement. In this Agreement, the following terms have the meanings specified or referred to in this Article I and shall be equally applicable to both the singular and plural forms. Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement.

"**AAA**" is defined in Section 13.13(b).

"**Accounts Receivable**" is defined in Section 2.1(a).

"**Affiliate**" means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under control with such Person. In addition to the foregoing, if the specified Person is an individual, the term "**Affiliate**" also includes (a) the individual's spouse, (b) the members of the immediate family (including parents, siblings and children) of the individual or of the individual's spouse and (c) any corporation, limited liability company, general or limited partnership, trust, association or other business or investment entity that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with any of the foregoing individuals. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" is defined in the Introduction.

"**Asset Transfer Documents**" means the Assignment and Assumption Agreement, the Bill of Sale, the Domain Name Assignment, the IP Assignment, and any other related document necessary to transfer the Purchased Assets to Buyer.

"Assignment and Assumption Agreement" is defined in Section 4.3(c).

"Assumed Liabilities" is defined in Section 2.3.

"Assumed Accrued Vacation Leave Balances" is defined in Section 8.3(a).

"Balance Sheet" is defined in Section 5.4.

"Balance Sheet Date" means October 31, 2014.

"Bayside Credit Agreement" means the Credit Agreement, dated June 12, 2014, by and among the Parent, as a Borrower and the Borrowers' Agent, the subsidiaries of the Parent from time to time party thereto, as Borrowers, the lenders from time to time party thereto, and Bayside Capital, Inc., as Administrative Agent.

"Benefit Plan" means a **"pension benefit plan"** (as defined in Section 3(2) of ERISA) or a **"welfare benefit plan"** (as defined in Section 3(1) of ERISA).

"Bill of Sale" is defined in Section 4.3(b).

"Buyer" is defined in the Introduction.

"Buyer Indemnitees" is defined in Section 11.1.

"Cash Purchase Price" is defined in Section 3.1(b).

"Claim Notice" is defined in Section 11.3(a).

"Closing" means the closing of the transfer of the Purchased Assets and Assumed Liabilities from Seller to Buyer.

"Closing Balance Sheet" is defined in Section 3.2(a).

"Closing Date" is defined in Section 4.1.

"Closing Net Working Capital" is defined in Section 3.2(a).

"Closing Net Working Capital Shortfall" is defined in Section 3.2(e).

"Closing Net Working Capital Surplus" is defined in Section 3.2(e).

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" is defined in the Introduction.

"Company Licensing Agreements" is defined in Section 5.11.

"Company Product" means the verbatim transcripts (and collections of such transcripts) of select hearings, briefings, interviews, television programs, remarks by politicians and political appointees, press conferences and other events which have been licensed or otherwise made available to customers and licensees of the Company including without limitation Seller's product offerings

identified as "Newsmakers", "Congressional Hearings", "Election Coverage", "Defense/Intelligence", "Finance/Banking", "Healthcare", "Middle East", "Foreign Affairs", "Law and Justice", "Newsmakers", "Washington Daybook", "Newsclips", "Media Monitoring" and "Homeland Security".

"Company Services" means the transcription, translation and monitoring services offered by the Company.

"Company Services Agreements" is defined in Section 5.11.

"Confidential Information" is defined in Section 13.1.

"Copyrights" mean copyrights, copyright registrations and applications therefore, copyrightable works, and mask work rights, including all rights of authorship, use, publication, reproduction, distribution, performance transformation, moral rights and rights of ownership of copyrightable works, and mask works, and rights to register and obtain renewals and extensions of registrations, together with all other interests accruing by reason of international copyright, and mask work conventions.

"Court Order" means any judgment, order, award or decree of any foreign, federal, state, local or other court or tribunal and any award in any arbitration proceeding.

"CPA Firm" is defined in Section 3.2(b).

"DataStream" means DataStream Content Solutions, LLC, a Maryland limited liability company.

"Debt Agreements" means any loan agreements, indentures, mortgages, pledges, hypothecations, deeds of trust, conditional sale or title retention agreements, security agreements, equipment financing obligations or guaranties, or other sources of contingent liability in respect of any indebtedness or obligations to any other Person, or letters of intent or commitment letters with respect to same.

"Derivative Work" means any work or invention, new material, information or data or other Intellectual Property which is based in whole or in part upon the Seller Software, including any derivative work, improvement, extension, revision, modification, translation, abridgment, condensation, expansion, collection, compilation, error correction, or any other form in which the Seller Software may be recast, transformed or adapted, including any changes thereto or that is an implementation of the functionality described in any specifications or similar documentation primarily relating to the Company Product.

"Domain Name Assignment" is defined in Section 4.3(d).

"Employee Record" is defined in Section 8.3(d).

"Encumbrance" means any charge, claim, mortgage, servitude, easement, right of way, community or other marital property interest, covenant, equitable interest, license, lease or other possessory interest, lien, option, pledge, security interest, preference, priority, right of first refusal, restriction (other than any restriction on transferability imposed by federal or state securities Requirements of Law) or other encumbrance of any kind or nature whatsoever (whether absolute or contingent).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Estimated Closing Working Capital" shall mean negative one hundred seventy thousand dollars (- \$170,000).

"Expenses" means any and all expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified against hereunder (including, without limitation, court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals).

"Excluded Assets" is defined in Section 2.2.

"Excluded Contracts" means contracts of the Parent or any of its Affiliates other than the Company, the Debt Agreements, Non-Ordinary Course Agreements and those contracts identified on Schedule 5.14 hereto as those contracts of Seller that will not be assigned to and assumed by Buyer and are not included in the Purchased Contracts.

"Excluded Liabilities" is defined in Section 2.4.

"Expected Claim Notice" is defined in Section 11.6.

"Financial Statements" is defined in Section 5.4.

"Final Closing Net Working Capital" is defined in Section 3.2(b).

"Fixed Assets" is defined in Section 2.1(d).

"FNS Business" is defined in Recital A.

"Governmental Body" means any foreign, federal, state, local or other governmental authority or regulatory body.

"Holdback Amount" is defined in Section 3.1(b).

"Improvements" refers to any improvements, amendments or re-write of any Software or expansion of scope of application, functions or other features of any Software.

"Indemnification Period" is defined in Section 11.5.

"Indemnified Party" is defined in Section 11.3(a).

"Indemnitor" is defined in Section 11.3(a).

"Intellectual Property" means all of the following anywhere in the world and all legal rights, title or interest in, under or in respect of the following arising under Requirements of Law, whether or not filed, perfected, registered or recorded and whether now or later existing, filed, issued or acquired, including all renewals (1) all Patents, (2) all Copyrights, (3) all Software, including, but not limited to all Source Code, (4) all Trademarks, (5) all domain name registrations, (6) all technology, trade secrets and other confidential and proprietary information, including, without limitation, ideas, formulae, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), Derivative Works, know-how, techniques, research and development information, drawings, specifications, designs, flow charts, plans, proposals and technical data, and all proprietary databases and

data collections and all rights therein throughout the world and (7) all other intangible assets, properties and rights (whether or not appropriate steps have been taken to protect, under applicable law, such other intangible assets, properties or rights).

"IP Assignment" is defined in Section 4.3(e).

"IRS" means the Internal Revenue Service.

"Knowledge" or the terms "to Seller's knowledge," "to the best of Seller's knowledge", or words to that effect as used herein will qualify the matter referred to as being the actual knowledge of Mark McEachen, Renee Jackson, Vicki Duncomb or Julie-Anne Rose without a duty of inquiry; provided that such individuals will be deemed to have actual knowledge of those matters that would reasonably be expected to be known by such person based on their respective positions with the Company and the Parent.

"Losses" means any loss, cost, obligation, liability, settlement payment, award, judgment, fine, penalty, damage, expense, deficiency or other charge, but not including Expenses, punitive damages, any such items calculated as a multiple of revenue, income, EBITDA or other financial measure, or any such items to the extent not reasonably foreseeable.

"Material Adverse Effect" means any effect, change, event, circumstance or state of facts that has or is reasonably likely to have a material adverse effect on the operations, condition (financial or otherwise), assets, liabilities or results of operations of the FNS Business, other than changes in general economic conditions or changes affecting the industry in which the FNS Business operates that do not have a disproportionate impact to the FNS Business.

"Net Working Capital" means the aggregate value of the Accounts Receivable of Seller as adjusted for any allowance for bad debts or uncollectable accounts based on Seller's historic accounting practice less the deferred revenue of Seller as reflected on the Closing Balance Sheet.

"Nondisclosure Agreement" is defined in Section 13.1(a).

"Non-Ordinary Course Agreements" means any contract or agreement (oral or written) not made in the ordinary course of business and identified on Schedule 5.14, as an Excluded Contract.

"Parent" is defined in the Introduction.

"Patents" means (1) issued patents, reissued or reexamined patents, revivals of patents, utility models, certificates of invention, registrations of patents and extensions thereof, regardless of country or formal name and (2) all published or unpublished nonprovisional and provisional patent applications, reexamination proceedings, invention disclosures and records of invention, and documents and filings claiming priority thereto or serving as a basis for priority thereof.

"Permits" means any permit, license, certificate of authority, authorization, approval, registration, filing, qualification, franchise or similar consent granted or issued by any Governmental Body necessary for or primarily used or held for use in the operation of the FNS Business.

"Permitted Encumbrances" means (a) statutory liens for taxes and other governmental charges and assessments which are not yet due and payable, (b) statutory liens of landlords and statutory liens of carriers, warehousemen, mechanics and materialmen and other similar Persons arising in the ordinary course of business for sums not yet due and payable and that do not impair the conduct of Seller's

business or the present or proposed use of the affected property or asset, (c) other liens or imperfections on property which are not material in character, amount and extent and which do not detract from the value of, or interfere with the present or proposed use of, the properties or assets affected by such lien or imperfection, and/or (d) the Company Licensing Agreements.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or Governmental Body.

"Purchase Price" is defined in Section 3.1(a).

"Purchased Assets" is defined in Section 2.1.

"Purchased Contracts" means all contracts, leases, licenses and other agreements primarily related to the FNS Business and necessary to produce and offer the Company Product and the Company Services, including, but not limited to, the contracts, leases, licenses and other agreements listed or referred to on Schedule 5.14 but excluding the Excluded Contracts.

"Requirements of Laws" means any foreign, federal, state and local laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any Governmental Body (including, without limitation, those pertaining to building, zoning, environmental and occupational safety and health requirements) or common law.

"Restricted Party" is defined in Section 8.4.

"Restricted Period" is defined in Section 8.4.

"Seller" is defined in the Introduction.

"Seller Benefit Plan" is defined in Section 2.4(b).

"Seller Employee" is defined in Section 8.3(b).

"Seller Intellectual Property" means all Intellectual Property owned or validly licensed by the Company or any Affiliate of the Company (except for Excluded Contracts) that is used primarily in the conduct of the FNS Business, including, but not limited to, the Seller Software and Intellectual Property validly licensed pursuant to a Third Party License Agreement.

"Seller Indemnitees" is defined in Section 11.2.

"Seller Software" means any software owned or licensed under a Third Party License Agreement by the Company and used by the Company directly in connection with providing the Company Product or the Company Services.

"Seller's Objection" is defined in Section 3.2(b).

"Software" refers to all versions of the software program (including but not limited to source code in human readable and printable form and object code, including all machine readable forms) as of the date of this Agreement together with any Improvements, upgrades, modifications and Derivative Works relating thereto, and including all and complete instructions for linking the Source Code into executable form to the extent that any such items are in the possession or control of Seller.

“Source Code” refers to the source code and, in addition, the object code for the Software.

“Special Matter” is defined in Section 11.5.

“Tax” means any federal, state, local or foreign net income, alternative or add-on minimum, estimated, gross income, gross receipts, property, franchise, sales, use, transfer, gains, license, excise, employment, payroll, withholding or minimum tax, or any other tax custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount imposed by any Governmental Body.

“Tax Return” means any return, report or similar statement required to be filed with respect to any Tax (including any attached schedules), including, without limitation, any information return, claim for refund, amended return and declaration of estimated Tax.

“Third Party License Agreement” is defined in Section 5.10(c).

“Trademarks” means trademarks, registered trademarks, applications for registration of trademarks, service marks, registered service marks, applications for registration of service marks, trade names, registered trade names and applications for registrations of trade names and trade dress.

“Transaction Agreements” means this Agreement, the Transition Services Agreement and any other related agreement signed by the parties.

“Transferred Employees” means Julie-Anne Rose, Kelly Weis and Carina Nyberg.

“Transferred Records” is defined in Section 2.1(m).

“Transition Services Agreement” is defined in Section 4.3(f).

ARTICLE II PURCHASE AND SALE

2.1 Purchased Assets. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, the Company shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase from the Company, the assets of Seller of every kind and description, wherever located, real, personal or mixed, tangible or intangible, that are used or held for use in connection with the FNS Business as the same shall exist on the Closing Date free and clear of all Encumbrances (except for Permitted Encumbrances), including without limitation all right, title and interest of Seller in, to and under the following (herein collectively called the “**Purchased Assets**”):

(a) All notes and accounts receivable of Seller, including all trade accounts receivable and other rights to payments from customers relating to or arising in connection with the FNS Business, and the full benefit of all security for such accounts or rights to payment (“**Accounts Receivable**”);

(b) All pre-paid expenses, credits, deferred charges, advance payments and other pre-paid assets of Seller and the FNS Business;

(c) All supplies and marketing and sales brochures and materials primarily relating to the FNS Business;

(d) All personal property directly used by the Transferred Employees in the performance of their duties for the Company and those items of personal property identified on Schedule 2.1 (the "**Fixed Assets**");

(e) All right, title and interest in and to the Seller Intellectual Property;

(f) All right, title and interest in and to the Company Product, including (i) all right, title and interest in and to the archive of all prior transcripts and databases containing transcripts created for or by Seller;

(g) The names "FNS" and "Federal News Service" and all other Trademarks, Copyrights, logos, slogans and service marks relating to the Company Product, the Company Services and the FNS Business, and registrations, applications and renewals for registration thereof, together with all of the goodwill associated therewith (and all translations, adoptions, derivations and combinations of the foregoing), which Trademarks will be transferred to Buyer by Parent;

(h) All e-mail addresses, websites (and content contained therein), domain names, and URLs relating to the FNS Business;

(i) All advertising and promotional materials, all marketing plans, proposals, pricing and cost information, and customer, supplier and subscriber lists and information primarily relating to the FNS Business;

(j) All contracts necessary for the operation of the FNS Business, including, but not limited to the Purchased Contracts, but excluding the Excluded Contracts, and the exclusive right and obligation to service and fulfill all the Purchased Contracts in effect at the time of closing and all rights to causes of action, lawsuits, judgments, claims and demands of any nature applicable to the Purchase Contracts or otherwise relating to the FNS Business;

(k) Any goodwill associated with the FNS Business;

(l) All Permits;

(m) All books and records ledgers, files, documents, correspondence, lists, drawings, reports and other electronic or printed materials relating solely to the Purchased Assets (including all data and other information stored on discs, tapes or other media; also including all customer contracts and account histories to include without limitation such marketing information used within the one-year period before the Closing Date (the "**Transferred Records**"); and

(n) All content archives relating to the Company Product and the Company Services.

2.2 **Excluded Assets.** Notwithstanding the provisions of Section 2.1, the Purchased Assets shall not include any of Seller's right, title and interest in and to the following (herein referred to as the "**Excluded Assets**"):

(a) All cash, bank deposits, accounts, and cash equivalents of the Company or the Parent;

(b) All of the Parent's assets, liabilities, agreements, contracts, indentures, mortgages, instruments, liens, guaranties, other similar arrangements, and rights thereunder that are not used primarily in the FNS Business;

(c) The assets held by the Company and the Parent in connection with any Seller Benefit Plan;

(d) All claims for refund of Taxes and other governmental charges of whatever nature arising out of Seller's operation of its business or ownership of the Purchased Assets prior to the Closing;

(e) The minute books and other records relating to the governance of the Company;

(f) Any interest of Seller in any real property including any leasehold interest in real property (which in any event shall be deemed on Excluded Contract); and

(g) All personal property other than the Fixed Assets.

2.3 Assumed Liabilities. In accordance with the provisions of this Agreement and excluding the Excluded Liabilities, on the Closing Date, Buyer shall assume and agree to pay or perform when due only the following (herein collectively called the "**Assumed Liabilities**"):

(a) The deferred revenue of the FNS Business which are reflected on the Closing Working Capital Statement;

(b) The Assumed Accrued Vacation Leave Balances and the obligations relating to such balances;

(c) The liabilities and obligations to be paid or performed after the Closing Date under the Purchased Contracts in accordance with their respective terms and subject to the respective conditions thereof, except to the extent such liabilities and obligations, (i) but for a breach or default by the Company, would have been paid, performed or otherwise discharged on or prior to the Closing Date or (ii) to the extent such liabilities and obligations arise out of any such breach or default; and

(d) Any sales or transfer Taxes imposed as a result of the sale and transfer of the Purchased Assets at the Closing.

2.4 Excluded Liabilities. Other than the Assumed Liabilities, Buyer shall not assume or be obligated to pay, perform or otherwise discharge any liability or obligation of the Company, direct or indirect, known or unknown, absolute or contingent, not expressly assumed by Buyer pursuant to the Assignment and Assumption Agreement (all such liabilities and obligations not being assumed being herein called the "**Excluded Liabilities**") and, notwithstanding anything to the contrary in Section 2.3, none of the following shall be Assumed Liabilities for purposes of this Agreement:

(a) Liabilities or obligations for Taxes of Seller relating to the operation of the FNS Business or the ownership of the Purchased Assets on or prior to the Closing Date, but excluding any Taxes described in Section 2.3(d);

(b) Liabilities, expenses and other obligations related to or arising out of (i) any employment, consulting or independent contractor relationship entered into by the Company, including any and all salary, insurance, health and other benefits and compensation arrangements (other than the Assumed Accrued Vacation Leave Balances); (ii) any benefit plan, compensation plan or arrangement,

stock option plan, incentive compensation plan or bonus or commission arrangement (each a “**Seller Benefit Plan**”), and (iii) any claim, potential claim or right by any independent contractor, consultant, employee or former employee of the Company arising in connection with such individual’s term of service including, without limitation, workers’ compensation claims, or costs associated with or arising in connection with the termination or severance of such employee, consultant or independent contractor;

(c) Liabilities or obligations arising out of any litigation or administrative or arbitration proceeding to which Seller is a party as of the Closing Date or any claims by or against Seller arising from events or facts existing on or prior to the Closing Date;

(d) Liabilities or obligations relating to or arising in connection with the Excluded Contracts and the Excluded Assets and liabilities and obligations resulting from any breach by Seller on or prior to the Closing Date of any Purchased Contracts;

(e) Liabilities or obligations resulting from any violation by Seller, the Company’s shareholders, or any employee, director or agent of the Company, or any predecessor for which Seller may be liable, of any Requirements of Law, or any Permit, license, consent, certificate, approval or authorization issued pursuant to such Requirements of Laws, including, without limitation, those applicable to discrimination in employment, employment practices, wage and hour, retirement, labor relations, occupational safety, health, trade practices, environmental matters, competition, pricing, product warranties, product liability and product advertising;

(f) Liabilities or obligations to any investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Seller who may be entitled to or may claim any fee or commission from Buyer or Seller in connection with the transactions contemplated by this Agreement;

(g) Liabilities or obligations (whether interest, principal, fees, penalties or otherwise) of Seller (i) for borrowed money; (ii) evidenced by bonds, debentures, notes or other similar instruments, (iii) to pay the deferred purchase price of property or services, and (iv) any of the foregoing guaranteed by Seller, including, without limitation, liabilities of Seller arising under the Bayside Credit Agreement; and

(h) Seller’s obligations under this Agreement.

ARTICLE III PURCHASE PRICE

3.1 Purchase Price.

(a) The purchase price for the Purchased Assets (the “**Purchase Price**”) shall be equal to: ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000.00), as adjusted for the Final Net Working Capital as determined pursuant to Section 3.2 and delivered as provided in Section 3.1(b) below; plus the assumption of the Assumed Liabilities.

(b) At the Closing, an initial amount equal to ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000.00) (the “**Cash Purchase Price**”), shall be paid to Seller. Such amount reflects a reduction for the Estimated Closing Working Capital and a holdback by Buyer of a portion of the Purchase Price equal to ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00) (the “**Holdback Amount**”). The Holdback Amount shall be payable to Seller within three (3) months of the Closing Date subject to such amount being reduced (i) to offset Losses and Expenses of

Buyer pursuant to claims for indemnification under Section 11.1 of this Agreement and (ii) in connection with a Closing Net Working Capital Shortfall pursuant to Section 3.2 below.

3.2 Working Capital.

(a) Within thirty (30) days following the Closing, Buyer shall prepare or cause to be prepared, and deliver to Seller a balance sheet (the "**Closing Balance Sheet**") as determined in accordance with Seller's standard accounting procedures (as consistently applied by Seller) and a calculation of Net Working Capital as of the Closing Date ("**Closing Net Working Capital**") determined in accordance with the definition of Net Working Capital and based upon the Closing Balance Sheet.

(b) Seller shall, within fifteen (15) days after the delivery by Buyer of the calculation of the Closing Net Working Capital, complete its review of the Closing Net Working Capital and such calculation. In the event that Seller disagrees with Buyer's calculation of Closing Net Working Capital, Seller shall, on or before the expiration of such fifteen (15) day period, inform Buyer, in writing, setting forth a specific description of the basis of Seller's objection and the adjustments to Closing Net Working Capital which Seller believes should be made (the "**Seller's Objection**"). Buyer shall then have five (5) days to review and respond to the Seller's Objection. If Buyer and Seller are unable to resolve all of their disagreements with respect to the determination of the foregoing items within five (5) days following the completion of Buyer's review of the Seller's Objection, they shall refer their remaining differences to a regionally or nationally recognized firm of independent public accountants as to which Buyer and Seller mutually agree (the "**CPA Firm**"), which shall calculate, in compliance with the definition of Net Working Capital, and only with respect to the remaining differences so submitted, whether and to what extent, if any, the amount in which the Closing Net Working Capital as reflected in Buyer's calculation requires adjustment. Buyer and Seller shall direct the CPA Firm to use its best efforts to render its determination within forty-five (45) days. The CPA Firm's determination shall be conclusive and binding upon Seller and Buyer. The parties shall be entitled to have a judgment entered on such determination or decision in any court of competent jurisdiction. The fees and disbursements of the CPA Firm shall be shared equally by Seller and Buyer unless the difference between the Closing Net Working Capital and the Final Net Working Capital as determined by the CPA Firm is greater than 10% of the Closing Net Working Capital, in which case the fees and disbursements of the CPA firm shall be paid by Buyer. Seller and Buyer shall make readily available to the CPA Firm all relevant books and records and any work papers (including, if applicable, those of the parties' respective independent accountants) relating to the Closing Net Working Capital, Buyer's calculation of Net Working Capital and all other items reasonably requested by the CPA Firm. The final Closing Net Working Capital amount ("**Final Closing Net Working Capital**") shall be (i) the Closing Net Working Capital initially calculated by Buyer pursuant to Section 3.2(a) in the event that (x) no Seller's Objection is delivered to Buyer during the fifteen (15) day period specified above, or (y) Buyer and Seller so agree, (ii) the Closing Net Working Capital, as adjusted in accordance with the Seller's Objection in the event that (x) Buyer does not respond to the Seller's Objection within the five (5) day period following receipt by Buyer of the Seller's Objection or (y) Buyer and Seller so agree or (iii) the Closing Net Working Capital, as adjusted by either (x) the agreement of Buyer and Seller or (y) the CPA Firm.

(c) All parties shall provide the other party and its accountants full access to the other's relevant books and records, any other relevant information, including work papers of its accountants, and any of its relevant employees, to the extent reasonably necessary for Buyer to prepare the initial calculation of Closing Net Working Capital and Seller to prepare the Seller's Objection.

(d) Notwithstanding the foregoing, in the event that Seller delivers a Seller's Objection to Buyer in accordance with Section 2.2(b) and either Buyer or Seller shall be required to make a payment to the other regardless of the resolution of the items contained in the Seller's Objection,

then Buyer or Seller, as applicable, shall within ten (10) business days of the receipt of the Seller's Objection, make payment to the other by wire transfer in immediately available funds of the undisputed amount that is owed by Buyer or Seller, as applicable, pending resolution of the items contained in the Seller's Objection and such payment shall be credited against any payment required pursuant to Section 2.2(e).

(e) Within ten (10) business days following the final determination of Final Closing Net Working Capital, if Final Closing Net Working Capital is less than Estimated Net Working Capital (that is, the Final Closing Net Working Capital is a larger negative number than - \$170,000), then Seller shall refund to Buyer an amount equal to such difference (the "**Closing Net Working Capital Shortfall**"). If Closing Net Working Capital exceeds Estimated Net Working Capital (that is, the Final Closing Net Working Capital is a smaller negative number than - \$170,000 or is a positive number), Buyer shall make a payment to Seller in an amount equal to such excess up to a maximum of \$170,000 (the "**Closing Net Working Capital Surplus**"). Any adjustment payment payable pursuant to this Section 2.2(e) shall be paid by wire transfer of immediately available funds to an account designated by Seller or Buyer, as the case may be; provided that in the event of a Closing Net Capital Shortfall, Buyer will be required to satisfy as much of such shortfall as possible by offsetting the amount due Buyer by reducing any remaining Holdback Amount (but not below zero dollars (\$0)) which shall otherwise be available to reimburse Buyer for Losses and Expenses under Section 11.1. In no event will the Purchase Price as adjusted for the Net Working Capital exceed One Million Six Hundred Thousand Dollars (\$1,600,000).

3.3 **Allocation of Purchase Price.** Within sixty (60) days after the Closing Date, Buyer will prepare and provide Seller with a schedule allocating the Purchase Price among the Purchased Assets as required by Section 1060 of the Code, which schedule shall be reasonably acceptable to Seller. Buyer and Seller agree to prepare and file all Tax Returns (including IRS Form 8594) consistent with such allocation and to refrain from taking any position inconsistent with such allocation (including any tax audit) unless otherwise required by applicable law.

ARTICLE IV CLOSING

4.1 **Closing Date.** The Closing shall be consummated concurrently with the execution of this Agreement and the Asset Transfer Documents, at the offices of Baker & McKenzie LLP, or at such other place as shall be agreed upon by Buyer and Seller. The time and date on which the Closing is actually held is sometimes referred to herein as the "**Closing Date**," and the parties hereto agree that, notwithstanding anything to the contrary in this Agreement, the Closing shall be deemed effective as of 12:01 a.m. Eastern Standard Time on the Closing Date.

4.2 **Payment of the Purchase Price.** At the Closing, Buyer shall deliver to Seller the Cash Purchase Price by a wire transfer of immediately available funds to an account in the name of the Company designated in a writing at least twenty-four (24) hours prior to the Closing Date.

4.3 **Buyer's Additional Deliveries.** At Closing, Buyer shall deliver to Seller all of the following:

(a) A certificate of good standing for Buyer issued as of a recent date by the Secretary of State of Delaware;

(b) The Bill of Sale in substantially the form attached hereto as Exhibit A (the "**Bill of Sale**"), duly executed by Buyer;

(c) The Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit B (the "**Assignment and Assumption Agreement**"), duly executed by Buyer;

(d) The Domain Name Assignment in substantially the form attached hereto as Exhibit C (the "**Domain Name Assignment**"), duly executed by Buyer;

(e) The Intellectual Property Assignment in substantially the form attached hereto as Exhibit D (the "**IP Assignment**"), duly executed by Buyer;

(f) The Transition Services Agreement in substantially the form attached hereto as Exhibit E (the "**Transition Services Agreement**"), duly executed by Buyer; and

(g) Amendment No. 3 to that certain License Agreement, dated October 21, 2005, by and between Buyer and DataStream, as amended ("**Amendment No. 3 to DataStream License Agreement**"), duly executed by Buyer.

4.4 Seller's Deliveries. At Closing, the Company shall deliver to Buyer all the following:

(i) A certificate of good standing of the Company issued as of a recent date by the Secretary of State of the State of Delaware;

(ii) The consents, waivers or approvals obtained by the Company with respect to the Purchased Assets, or in connection with the consummation of the transactions contemplated by this Agreement;

(iii) The Bill of Sale, duly executed by the Company;

(iv) The Assignment and Assumption Agreement, duly executed by the Company;

(v) The Domain Name Assignment, duly executed by the Company;

(vi) The IP Assignment, duly executed by the Company and Parent;

(vii) The Transition Services Agreement, duly executed by the Company;

(viii) Assignments, in recordable form acceptable to Buyer, with respect to registered Trademarks and Copyrights, if any, contained in the Intellectual Property;

(ix) Any consents relating to the assignment of the Purchased Contracts identified on Schedule 4.4;

(x) Releases and UCC-3 termination statements, in each case in recordable form, or other similar documentation evidencing the release of all Encumbrances (other than Permitted Encumbrances) on or affecting the Purchased Assets;

(xi) Such other bills of sale, assignments and other instruments of transfer or conveyance as Buyer may reasonably request or as may be otherwise necessary to evidence and effect the sale, assignment, transfer, conveyance and delivery of the Purchased Assets to Buyer;

(xii) Amendment No. 3 to DataStream License Agreement, duly executed by DataStream; and

(xiii) A certificate of an authorized signatory of the Company dated as of the Closing Date in form and substance reasonably satisfactory to Buyer as to the resolutions of the Manager and sole member of the Company authorizing the execution and performance of this Agreement and the contemplated transactions.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLER AND PARENT

Each of the Company and the Parent, jointly and severally, represents and warrants to Buyer that as of the date of this Agreement the statements set forth in this Article V are true and correct.

5.1 Organization of the Company. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company is duly qualified or registered to transact business, and is in good standing, in each jurisdiction where the nature of its activities requires such qualification or registration, except where the failure to so qualify or register could not reasonably be expected to result in a Material Adverse Effect. The Company has full power and authority to own or lease and to operate and use the Purchased Assets and to carry on the FNS Business as now conducted. The Company has delivered to Buyer accurate and complete copies of the certificate of formation and the operating agreement of Seller, as currently in effect, and Seller is not in default under or in violation of any provision thereof. Seller has no subsidiaries and does not own, directly or indirectly, any equity or debt investment in any Person.

5.2 Authority and Enforceability. Each of the Company and the Parent has full corporate power and authority to execute, deliver and perform this Agreement, the Transaction Agreements and the Asset Transfer Documents to which it is a party. The execution, delivery and performance by each of the Company and the Parent of this Agreement and the Transaction Agreements to which it is a party has been duly authorized and approved by all necessary corporate action of such entity and does not require any further authorization or consent of the Company, its member(s), or the Parent. This Agreement has been duly authorized, executed and delivered by the Company and the Parent and is the legal, valid and binding obligation of each such entity enforceable in accordance with its terms and each of the Transaction Agreements to which it is a party has been duly authorized by such entity and upon execution and delivery by such entity will be a legal, valid and binding obligation of such entity enforceable in accordance with its terms.

5.3 No Conflict. Except as set forth in Schedule 5.3, neither the execution nor delivery of this Agreement or any Transaction Agreement, nor the consummation of any of the transactions contemplated hereby or thereby, nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(a) Directly or indirectly (with or without notice, lapse of time or both) conflict with, result in a breach or violation of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of revocation, withdrawal, suspension, acceleration, modification, termination or cancellation or a loss of rights under, or result in the creation or imposition of any Encumbrance upon any of the properties of Seller (including the Purchased Assets), under

(i) the certificate of formation or operating agreement of the Company;

(ii) any contract to which the Company is a party (including the Purchased Contracts), by which the Company or any of their respective properties or assets (including the Purchased Assets) is bound or affected or pursuant to which the Company is an obligor or beneficiary;

(iii) any other material note, instrument, agreement, mortgage, lease, license, franchise, permit or other authorization, right, restriction or obligation to which the Company is a party or any of the Purchased Assets is subject or by which the Company is bound;

(iv) any Court Order to which the Company is a party or any of the Purchased Assets is subject or by which either the Company is bound; or

(v) any Requirements of Laws affecting Seller, the FNS Business or the Purchased Assets; or

(b) Require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any Person.

5.4 Financial Statements. Schedule 5.4 contains (i) the unaudited balance sheet of Seller for the year ended December 31, 2013; and (ii) the unaudited balance sheet of Seller as of October 31, 2014 (the "**Balance Sheet**"), and the related statements of income for each of the periods then ended (the financial statements referred to in items (i) and (ii) above are collectively referred to herein as the "**Financial Statements**"). Except as set forth therein or in the notes thereto, the Financial Statements have been prepared in conformity with generally accepted accounting principles consistently applied, subject to customary year-end adjustments, and except for the absence of footnotes and other presentation items and estimates of certain accruals. The Financial Statements present fairly the financial position and results of operations of Seller as of the dates and for the respective periods covered thereby. All accounting, financial, business, tax and other books and records of Seller, taken as a whole, accurately reflect in all material respects the business and financial condition of Seller. Except as set forth on Schedule 5.4, Seller has no indebtedness for borrowed money. All Accounts Receivable included in the Purchased Assets, whether reflected in the Financial Statements or arising since the date of the Balance Sheet and reflected in the accounting records of the Company, reflect valid receivables subject to no setoffs, defenses or counterclaims. Seller has not taken any action to accelerate collections of its Accounts Receivable outside the ordinary course of business.

5.5 Operations Since the Balance Sheet Date.

(a) Except as set forth in Schedule 5.5(a), since the Balance Sheet Date, there has been no damage, destruction, loss or claim, whether or not covered by insurance, or condemnation or other taking adversely affecting any of the Purchased Assets or the FNS Business and no fact or condition exists or is contemplated or threatened which might reasonably be expected to have a Material Adverse Effect on the Purchased Assets or the FNS Business; and

(b) Except as set forth in Schedule 5.5(b), since the Balance Sheet Date, Seller has not:

(i) Sold, leased (as lessor), transferred or otherwise disposed of, or mortgaged or pledged, or imposed or suffered to be imposed any Encumbrance (other than licensing agreements for the use of the Company Product in the ordinary course of business consistent with past practice) on, any of the assets reflected on the Balance Sheet or any assets acquired by Seller after the Balance Sheet Date, except for inventory and minor amounts of personal property sold or otherwise disposed of for fair value in the ordinary course of business consistent with past practice and except for Permitted Encumbrances; and

(ii) Instituted any material increase in any compensation payable or benefits provided to any Transferred Employee.