

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356624

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Asset Purchase Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Audio-Digest Foundation		12/31/2007	Non-profit Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Learner's Digest International, LLC		
<b>Street Address:</b>	450 North Brand Boulevard		
<b>Internal Address:</b>	Suite 900		
<b>City:</b>	Glendale		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91203		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1045818	AUDIO-DIGEST	
<b>Registration Number:</b>	1045128	AUDIO-DIGEST FOUNDATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123214299		
<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>			
<b>Phone:</b>	312-321-4200		
<b>Email:</b>	officeactions@brinksgilson.com		
<b>Correspondent Name:</b>	Andrew J. Avsec		
<b>Address Line 1:</b>	P. O. Box 10395		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60610		
<b>NAME OF SUBMITTER:</b>	Andrew J. Avsec		
<b>SIGNATURE:</b>	/Andrew J. Avsec/		
<b>DATE SIGNED:</b>	09/29/2015		
<b>Total Attachments: 7</b>			
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**ASSET PURCHASE AGREEMENT**

among:

**AUDIO-DIGEST FOUNDATION,**  
a California non-profit corporation;

**MARATHON MULTIMEDIA LLC,**  
a Minnesota limited liability company;

**DATABASE PUBLISHING GROUP, INC.,**  
a Delaware corporation

and

**LEARNER'S DIGEST INTERNATIONAL, LLC,**  
a Delaware limited liability company

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Dated as of December 31, 2007

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is entered into as of December 31, 2007, by and among: **AUDIO-DIGEST FOUNDATION**, a California non-profit corporation ("ADF"), **DATABASE PUBLISHING GROUP, INC.**, a Delaware corporation ("DB") and **MARATHON MULTIMEDIA LLC**, a Minnesota limited liability company ("Marathon" and together with ADF and DB, each a "Seller") and **LEARNER'S DIGEST INTERNATIONAL, LLC**, a Delaware limited liability company (the "Purchaser"). Certain capitalized terms used in this Agreement are defined in Exhibit A.

### RECITALS

A. ADF is the sole owner of any membership interest, units or other voting or equity interest in Marathon.

B. ADF chartered Learners Digest, Inc. ("Learners") as a Delaware corporation and has the right to subscribe for its stock but has never activated nor subscribed for any stock in Learners. Learners does not have any liabilities and is not party to any contracts.

C. Marathon is the sole owner of any membership interest, unit, or other voting or equity interest in Marathon Multimedia Holdings, LLC, a Minnesota limited liability company ("Holdings"), and of Marathon International B.V., a Netherlands private company ("International"). Holdings is the sole owner of all of the capital stock of DB.

D. Each Seller wishes to provide for the sale of substantially all of the assets of the Seller to the Purchaser on the terms set forth in this Agreement.

### AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

#### 1. SALE OF ASSETS; RELATED TRANSACTIONS.

1.1 **Sale of Assets.** Each Seller shall cause to be sold, assigned, transferred, conveyed and delivered to the Purchaser, at the Closing (as defined below), all of Seller's right, title and interest in and to the Acquired Assets (as defined below), free of any Encumbrances (other than those listed in Schedule 1.1(a) (the "Permitted Encumbrances")), on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, "Acquired Assets" shall mean and include: (a) all of the properties (real or personal), rights, interests, relationships and other tangible and intangible assets of each Seller (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with generally accepted accounting principles) as of the Closing Date; and (b) any other assets that are owned by any Seller on the Closing Date; provided that, anything herein to the contrary notwithstanding the Acquired Assets shall not include those assets listed on Schedule 1.1(b) (the "Excluded Assets"). Without limiting the generality of the foregoing, the Assets shall include, as the same may exist on the Closing:

(f) all of the intangible rights and property of Seller, including all Intellectual Property and Intellectual Property Rights and related goodwill of each Seller (including, but not limited to, any rights of Seller to use the names “Audio-Digest”, “ADF”, “Learner’s Digest”, and “Marathon Multimedia”, “Database Publishing” and variations thereof, and the Intellectual Property and Intellectual Property Rights identified in Part 2.15 of the Disclosure Schedule);

(l) all claims (including claims for past infringement or misappropriation of Intellectual Property or Intellectual Property Rights) and causes of action as of the Closing Date of each Seller against other Persons (regardless of whether or not such claims and causes of action have been asserted by any Seller), and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery possessed by each Seller, as of the Closing Date (regardless of whether such rights are currently exercisable).

regarding disposition of outdated or obsolete inventory): (a) is of such quality and quantity as to be usable and saleable by the respective Seller in the Ordinary Course of Business; and (b) has been priced at the lower of cost or market value using the "last-in, first-out" method; the inventory levels maintained by each Seller (i) are not excessive in light of any Seller's normal operating requirements, (ii) are adequate for the conduct of any Seller's operations in the Ordinary Course of Business.

## **2.15 Intellectual Property; Privacy.**

(a) Products and Services. Part 2.15(a) of the Disclosure Schedule accurately lists each Seller Product currently being manufactured, marketed, distributed, provided, licensed, or sold by each Seller.

(b) Registered IP. Part 2.15(b) of the Disclosure Schedule accurately identifies: (a) except for pre-1978 copyright registrations, each item of Registered IP in which each Seller has or purports to have an ownership interest of any nature (whether exclusively, jointly with another Person, or otherwise); (b) the jurisdiction in which such item of Registered IP has been registered or filed and the applicable registration or serial number; and (c) any other Person that has a registered ownership interest in such item of Registered IP and the nature of such ownership interest. Each Seller has provided to the Purchaser complete and accurate copies of all applications, correspondence with any Governmental Body, and other material documents related to each such item of Registered IP.

(c) Inbound Licenses.

The parties to this Agreement have caused this Agreement to be executed and delivered as of December 31, 2007.

AUDIO-DIGEST FOUNDATION,  
a California non-profit corporation

By: Joseph F. Dunn

Title: Authorized Representative

MARATHON MULTIMEDIA LLC,  
a Minnesota limited liability company

By: Joseph F. Dunn

Title: Authorized Representative

DATABASE PUBLISHING GROUP, INC.,  
a Delaware corporation

By: Joseph F. Dunn

Title: Authorized Representative

LEARNER'S DIGEST INTERNATIONAL, LLC,  
a Delaware limited liability company

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

Title: \_\_\_\_\_

The parties to this Agreement have caused this Agreement to be executed and delivered as of December \_\_, 2007.

**AUDIO-DIGEST FOUNDATION,**  
a California non-profit corporation

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

Title: \_\_\_\_\_

**MARATHON MULTIMEDIA LLC,**  
a Minnesota limited liability company

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

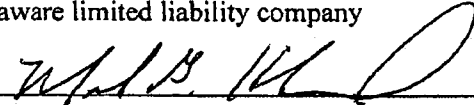
Title: \_\_\_\_\_

**DATABASE PUBLISHING GROUP, INC.,**  
a Delaware corporation

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

Title: \_\_\_\_\_

**LEARNER'S DIGEST INTERNATIONAL, LLC,**  
a Delaware limited liability company

By: 

Title: Authorized Individual



**Part 2.15(b)**

ADF Registered Trademarks

Audio-Digest

United States	1,045,818
Canada	281,962
Australia	B324,925
Hong Kong	B811/1980
Japan	1,699,513

Audio-Digest Foundation & Logo Design

United States	1,045,128
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Nurses-Digest & Logo Design

United States	3,084,103
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The Gold Standard of Audio CME

United States	1,981,142
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The Spoken Medical Journal

United States	1,066,437
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The Spoken Medical Journals

United States	awaiting return of signed application
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ADF Registered Copyrights (1978 to Present)

See attached.

Marathon Registered Trademarks

Learners Digest ®

United States	3,242,756
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Call4Posters®

United States	2,798,865
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Conference Capture®

United States	2,599,882
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List of Registered Domain Names

See attached.