

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Audio-Digest Foundation		12/31/2007	Corporation: CALIFORNIA
Marathon Multimedia, LLC		12/31/2007	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Learner's Digest International, LLC		
Street Address:	450 North Brand Boulevard		
Internal Address:	Suite 900		
City:	Glendale		
State/Country:	CALIFORNIA		
Postal Code:	91203		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3084103	NURSES-DIGEST	
Registration Number:	1981142	THE GOLD STANDARD OF AUDIO CME	
Registration Number:	1066437	THE SPOKEN MEDICAL JOURNAL	
Registration Number:	3242756	LEARNERS DIGEST	
Registration Number:	2798865	CALL4POSTERS	
Registration Number:	2599882	CONFERENCE CAPTURE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	312-321-4200		
Email:	officeactions@brinksgilson.com		
Correspondent Name:	Michael R. Friedman		
Address Line 1:	P.O. Box 10395		
Address Line 4:	Chicago, ILLINOIS 60610		
NAME OF SUBMITTER:	Michael R. Friedman		
SIGNATURE:	/Michael R. Friedman/		

CH \$165.00 3084103

DATE SIGNED:	04/08/2016
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Total Attachments: 7

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REDACTED COPY

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

Dated as of December 31, 2007

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: _____

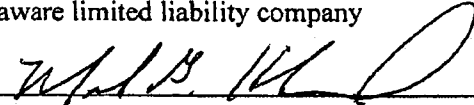
Title: _____

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

Nurses-Digest & Logo Design

United States 3,084,103

The Gold Standard of Audio CME

United States 1,981,142

The Spoken Medical Journal

United States 1,066,437

The Spoken Medical Journals

United States awaiting return of signed application

ADF Registered Copyrights (1978 to Present)

See attached.

Marathon Registered Trademarks

Learners Digest ®

United States 3,242,756

Call4Posters®

United States 2,798,865

Conference Capture®

United States 2,599, 882

List of Registered Domain Names

See attached.