

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skye Corporation		03/04/2011	Corporation:
RECEIVING PARTY DATA			
Name:	The Rowman & Littlefield Publishing Group, Inc.		
Street Address:	4501 Forbes Boulevard		
City:	Lanham		
State/Country:	MARYLAND		
Postal Code:	20706		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0870933	THE WORLD TODAY SERIES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	rarccornell@gmail.com		
Correspondent Name:	Rebecca Cornell		
Address Line 1:	4501 Forbes Boulevard		
Address Line 4:	Lanham, MARYLAND 20706		
NAME OF SUBMITTER:	Rebecca Cornell		
SIGNATURE:	/Rebecca Cornell/		
DATE SIGNED:	08/05/2019		
Total Attachments: 9			
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ASSET PURCHASE AGREEMENT

This Agreement is made this ^{4th} day of March, 2011, by and between The Rowman & Littlefield Publishing Group, Inc., a Delaware corporation with its principal place of business at 4501 Forbes Boulevard, Lanham, Maryland 20706 (hereinafter "Buyer" or "R&L") and Skye Corporation, a West Virginia corporation, D/B/A Stryker Post Publications, with its principal place of business at 611 Mordington Avenue, Charles Town, WV 25414 (hereinafter "Seller" or "Stryker-Post").

RECITALS

WHEREAS, Seller is interested in selling certain of its assets as set forth in Paragraph 1 hereof, and Buyer is interested in acquiring the Acquired Assets (as defined in Paragraph 1); and

WHEREAS, the parties desire to enter into a definitive agreement for the sale and acquisition of the Acquired Assets.

NOW, THEREFORE WITNESSETH: That for and in consideration of the mutual promises herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer shall purchase and Seller shall sell certain designated assets (the "Acquired Assets"), free and clear of all liens, encumbrances, claims and the like, including:
 - (a) All rights and claims under all contracts, licenses and commitments between Seller and authors and other persons and entities, including, without limitation, all rights of publications, distribution and sale, relating to Seller's published and unpublished titles and to any copyrights held by Seller (hereinafter referred to as "Seller's Titles" or the "Titles").
 - (b) All of Seller's Titles, including, without limitation, raw materials, work in progress, contracts for published and unpublished Titles, Seller's inventories of finished books, prepaid expenses of any kind including without limitation author advances and royalties, advertising, promotional materials and catalogs relating to Seller's Titles. Buyer shall bear the cost of transporting inventory of books from West Virginia to Blue Ridge Summit, Pennsylvania.
 - (c) Book plates, flats and film negatives, master copies of photos and visuals, or other production materials relating to Seller's Titles, free and clear of all liens and encumbrances and available for immediate transfer to Buyer's printer at Buyer's expense, should it decide to move them after closing.
 - (d) All U.S. and foreign copyrights, trademarks, trade names, imprints, goodwill, and all other intellectual and intangible property rights relating to Seller's

Titles and imprints, including film options and other licenses to licensees (“Intellectual Property” or “Intellectual Property Rights”).

- (e) All research materials, mailing lists, customer lists and sales reports by title and by customer to the extent available. All of Seller’s company files to the extent the files relate to the Assets, with Seller’s right to retain a copy of such files for the sole purpose of winding up its business.
- (f) All computer software and files, to the extent transferable by law, related to editorial, marketing, production and order fulfillment. Provided that it is not in violation of any software license agreement, Seller shall retain for its use for a period of one (1) year following closing (the “Usage Period”) the right to use such software and files for the purpose of collecting Seller’s accounts receivable. After the Usage Period, said computer software shall be removed from any of Seller’s equipment and shall be delivered to Buyer.
- (g) The sole and exclusive right to use the trade names “Stryker-Post Publications” as an imprint of Buyer or its designee in connection with the sale of Seller’s Titles, and any logos or designs relating thereto, together with any trademark and tradename registrations and rights thereto pursuant to subsection (d) above.
- (h) All unfilled orders as of “Closing” on March 4, 2011. All orders shall be transferred to Buyer for processing and fulfillment.

Title to all of the Acquired Assets shall pass to Buyer upon the closing of the transaction (“Closing”). Closing is anticipated to occur on or before March 4, 2011 (the “Closing Date”).

2. Except as otherwise provided for in this Agreement, Seller shall be liable for all debts, liabilities and obligations relating to the Assets, including outstanding unpaid royalties earned, as of the closing date. Buyer will not assume any debts, liabilities or obligations of Seller, including payables and royalties due and owing as of the date of Closing. Seller shall retain all rights to its receivables generated by the Assets prior to the date of Closing.
3. Buyer agrees that it may employ, but is not required to employ, any of Seller’s current employees, as employees at will under arrangements to be determined by Buyer and the individual employees, in their sole discretion. Buyer will not assume any liability with regard to any of Seller’s current employees, nor shall Buyer assume nor be liable for any of Seller’s employment contracts or agreements.
4. The asset purchase and sale contemplated by this Agreement is expressly subject to each of the following conditions:

- (a) Satisfactory completion of due diligence conducted by Buyer concerning the Assets, including review of Seller's contracts with Seller's authors and such of Seller's financial records as are available for the past three years as Buyer shall reasonably request. Buyer shall conduct a complete review of all materials and acknowledges that Seller will make full disclosure of materials or documents as required for Buyer's due diligence. Buyer will not contact any of Stryker-Post's employees, customers, vendors or authors without prior permission from Seller. The results of such review shall be satisfactory to Buyer. The due diligence period is expected to last no more than sixty (60) days, but in any event, prior to Closing. Seller shall provide such access to Seller's books and records during normal business hours and upon reasonable notice as Buyer may reasonably request.
 - (b) Prior to Closing, (i) neither Buyer nor Seller shall make or issue any public statements or press releases with respect to the transaction without first obtaining the approval of the other party to the text of the proposed statement or release; and (ii) Seller, its officers, directors, employees and shareholders shall not solicit, discuss or accept another offer to purchase all or any portion of the Assets.
 - (c) The execution and delivery of a signed copy of this Agreement by Buyer and Seller.
 - (d) On the Closing Date, the parties shall execute and deliver such other documents, certificates and instruments as may be reasonably requested by Buyer or Seller, as the case may be.
5. The purchase price shall be \$300,000 to be paid accordingly:
- (a) Payment in the amount of Twenty-Two Thousand Five Hundred Dollars (\$22,500) (Seven and Five-Tenths Percent (7.5%) of the Purchase Price) in cash at Closing; plus
 - (b) Issuance of Buyer's promissory note (the "Note") payable to the order of Seller which shall provide for payment of twenty (20) equal quarterly principal installments in the amount of Thirteen Thousand Eight Hundred Seventy-Five and no/100's Dollars (\$13,875.00) each, exclusive of interest. Interest shall also be paid quarterly on the unpaid balance and calculated at the Wall Street Journal Prime Rate. Quarterly payments of principal and interest shall commence three (3) months from the date of Closing, and continue quarterly thereafter until the balance of the Purchase Price has been paid in full. Buyer reserves the right to make prepayments at any time, without penalty. Any prepayments shall be applied first to any outstanding, accrued and unpaid interest to the date of prepayment, with the remainder of such payment applicable to the then current principal balance.

- (c) In the event that there are returns on transactions occurring prior to the Closing Date (the "Returns"), during the One Hundred and Eighty (180) day period following Closing Buyer shall have the right to offset the Returns received against the next payment due under the Note until such time as all Returns have been offset up to a maximum amount of Fifty Thousand Dollars (\$50,000.00) (the "Maximum Return Amount").
6. Seller represents and warrants to Buyer as follows:
- (a) Seller is a corporation duly incorporated, validly existing, and in good standing under the laws of West Virginia, and is duly licensed and qualified to do business in each jurisdiction where its conduct of the Business requires such qualification.
 - (b) Seller has full power and authority to enter into and perform this Agreement. Seller has the power and authority to own or lease its properties and assets and to carry on its business as now conducted by it as and where such Business is now conducted by it.
 - (c) The execution and performance of this Agreement by Seller will not (i) result in a material breach of, or constitute a material default under, any order, judgment, or decree or any agreement or other instrument to which Seller is a party or by which Seller or any of the Acquired Assets may be bound or (ii) constitute a violation of any law or regulation the enforcement of which would have a material adverse effect on Seller's ability to perform its obligations under this Agreement. The execution and performance of this Agreement by Seller has been duly authorized by all necessary corporate actions of Seller and this Agreement constitutes the valid and binding obligation of Seller enforceable against it in accordance with its terms.
 - (d) No consent, approval or authorization of, or designation, declaration, or filing with, any governmental authority is required on the part of Seller in connection with the execution, delivery, and performance of this Agreement.
 - (e) There are no judicial or administrative actions, proceedings, or investigations pending or threatened that question the validity of this Agreement or any action taken or to be taken by Seller in connection with this Agreement that, if adversely determined, would have a material adverse effect on Seller's ability to perform its obligations under this Agreement. Seller is not a party to, and is not threatened with, any legal action or other proceeding before any court or administrative agency against or by Seller or directly affecting or directly relating to its business or any of the Acquired Assets.

- (f) Seller is the owner of and has good and marketable (subject to laws and regulations regarding the transfer of title in each jurisdiction where such property is located) title to all Acquired Assets free and clear of all claims, liens, and encumbrances of whatever nature. At the Closing Date, Buyer will obtain good and marketable title to all such tangible personal property free and clear of all claims, liens, and encumbrances of whatever nature. The tangible personal property included in the Acquired Assets will be sold to the Buyer at the Closing Date in its "as is" condition. Each contract with respect to the Acquired Assets is in full force and effect without any material default by Seller or to Seller's knowledge by any other party thereto. Seller has not received any notice of any claim that Seller has breached any contract relating to the Acquired Assets. Each contract included in the Acquired Assets is freely transferable and assignable without the consent of a third party to Buyer pursuant to the transactions contemplated by this Agreement.
- (g) So far as Seller is aware, the Intellectual Property Rights do not infringe upon any intellectual property rights of any other person or entity (including, but not limited to copyright, unfair competition, trademark, libel or invasion of privacy). Seller has not received any notice respecting any such infringement nor is there any suit, action or proceeding against Seller by any third party alleging such infringement, or by any governmental agency to refrain from distributing, selling or pricing their products.
- (h) With respect to each of Seller's Titles included in the Acquired Assets published or produced prior to the Closing Date ("Work"):
 - (i) Seller owns or holds all Intellectual Property Rights and other rights necessary for the publication and distribution of all public domain products and of each Work, all of which are valid and subsisting, free and clear of any liens, charges or encumbrances, and are freely transferable to Buyer hereunder.
 - (ii) Except pursuant to applicable copyright statutory requirements and except for out-of-print reversions or public domain titles, no other person other than Seller has any right of renewal, reversion, or termination with respect to any Work or any Intellectual Property Rights related thereto.
 - (iii) All author contracts and contracts with creative talent related to any Work provide exclusive rights to Seller to publish and assign such Work, which rights extend through, and are noncancellable (except in the event of a breach or default by Seller thereunder) by any party other than Seller during, the lifetime of the copyright relating thereto.

- (iv) Seller has not entered into any agreement to refrain from publishing any Work or distributing public domain titles.

7. Buyer represents to Seller that:

- (a) Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of Delaware. Buyer has full power and authority to enter into and perform this Agreement and to carry on its business after the Closing Date.
- (b) The execution and performance of this Agreement by Buyer will not (i) result in a material breach of, or constitute a material default under, any order, judgment, or decree or any agreement or other instrument to which Buyer is a party or by which Buyer may be bound or (ii) constitute a violation of any law or regulation the enforcement of which would have a material adverse effect on Buyer's ability to perform its obligations under this Agreement. The execution and performance of this Agreement by Buyer has been duly authorized by all necessary corporate action of Buyer and this Agreement constitutes the valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.
- (c) No consent, approval or authorization of, or designation, declaration, or filing with, any governmental authority is required on the part of the Buyer in connection with the execution, delivery, and performance under this Agreement.
- (d) There are no judicial or administrative actions, proceedings, or investigations pending, or threatened that question the validity of this Agreement or any action taken or to be taken by Buyer in connection with this Agreement that, if adversely determined, would have a material adverse effect on Buyer's ability to perform its obligations under this Agreement.
- (e) Buyer will exercise due diligence and its best efforts in promoting and continuing publication of those intangible Acquired Assets hereunder for and during such time period as the note payable to Seller from Buyer remains outstanding.

8. Seller shall, and hereby agrees to, indemnify, protect, defend, and hold Buyer harmless from and against all assessments, claims, losses, liabilities, damages, fines, costs and expenses, including but not limited to fees and disbursements of counsel and the cost of any bond required to release any attachments, liens or garnishments ("Losses"), incurred by Buyer and resulting directly or indirectly from:

- (a) any breach of any of the representations, warranties, covenants, or agreements made by Seller in this Agreement or in any document delivered pursuant hereto; or
- (b) any attempt (whether or not successful) by any person to require that Buyer pay any of Seller's debts, obligations, commitments, or liabilities (i) other than those expressly assumed by Buyer pursuant hereto or (ii) inconsistent with any of the representations, warranties, covenants, or agreements of Seller contained in this Agreement or in any document delivered pursuant hereto; or
- (c) any claim that any of the Intellectual Property Rights infringes upon the intellectual property rights of any person or entity (including, but not limited to copyright, unfair competition, trademark, libel or invasion of privacy) or any agreement restricting the distribution of public domain material; or
- (d) any claim by or for the benefit of any creditor or creditors of the Seller holding claims against the Seller based on transactions or events occurring before the Closing Date.

9. Buyer shall, and hereby agrees to, indemnify, protect, defend, and hold Seller harmless from and against all assessments, claims, losses, liabilities, damages, fines, costs and expenses, including but not limited to fees and disbursements of counsel and the cost of any bond required to release any attachments, liens or garnishments ("Losses"), incurred by Seller and resulting directly or indirectly from:

- (a) any breach of any of the representations, warranties, covenants, or agreements made by Buyer in this Agreement or in any document delivered pursuant hereto; or
- (b) any claim based on transactions or events occurring solely after the close of business on the Closing Date.

10. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any claim or legal proceeding asserted or brought by a person other than Buyer or Seller, the party seeking indemnification (the "Indemnitee") shall give written notice thereof as promptly as practicable to the other party (the "Indemnitor") after the Indemnitee becomes aware of the same and Indemnitor, at its sole cost and expense, may, upon written notice to Indemnitee, assume the defense of any such claim or legal proceeding, provided that there is no conflict between the legal position of the Indemnitor and that of the Indemnitee. If Indemnitor assumes the defense of any such claim or legal proceeding, Indemnitor shall select counsel reasonably acceptable to Indemnitee to conduct the defense of such claims or legal proceedings and at Indemnitor's sole cost and expense shall take all steps necessary in the defense or settlement thereof, and Indemnitee shall reasonably cooperate with Indemnitor in connection therewith. Indemnitor shall not consent to a settlement of, or the entry of any judgment arising from any such claim or legal proceeding, without

the prior written consent of Indemnitee. If Indemnitor does not assume promptly the defense of any such claim or legal proceeding resulting therefrom in accordance with the terms hereof, Indemnitee may defend against such claim or litigation in such manner as it may deem appropriate, including, but not limited to, settling such claim or litigation, after giving notice of the same to Indemnitor, on such terms as Indemnitee may deem appropriate. In any action by Indemnitee seeking indemnification from Indemnitor in accordance with the provisions of this Agreement, Indemnitor shall not be entitled to question the manner in which Indemnitee defended such claim or litigation or the amount or the nature of any such settlement so long as the Indemnitor is defending such action in good faith.

11. No finders', broker or other fee shall be payable by Buyer or Seller and each of Buyer and Seller shall be responsible for its respective costs and expenses incurred in connection with the transaction.

12. Any notice to be provided hereunder shall be given by hands, certified mail or overnight carrier to the respective party at the following addresses, or to such other address as may be provided from time to time:

If to Seller:

David Wilt, President
Stryker-Post Publications, Inc.
611 Mordington Avenue
Charles Town, WV 25414

With a copy to:

John K. Dorsey, Attorney at Law
P.O. Box 42
Charles Town, WV 25414.

If to Buyer:

James E. Lyons, President & CEO
The Rowman & Littlefield Publishing Group, Inc.
4501 Forbes Boulevard, Suite 200
Lanham, Maryland 20706

12. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, if any, with respect to the matters covered hereby.

13. This Agreement may not be changed, modified or amended except by a writing signed by each party hereto. Except as to parent, subsidiaries, successors and/or affiliates of either party, this Agreement shall not be assigned or otherwise transferred by either party without the prior written

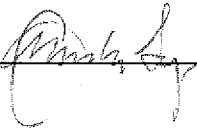
consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the successors, subsidiaries, affiliates and permitted assigns of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. In the event of conflict, the parties consent to the jurisdiction and venue of the courts of Prince George's County, State of Maryland.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first written above.

SELLER:

WITNESS/ATTEST:

SKYE CORPORATION, D/B/A STRYKER-POST PUBLICATIONS



By: John W. [Signature] (Seal)

Title: Pres

Date: 3/4/11

Wayne C. Thompson

BUYER:

WITNESS/ATTEST:

THE ROWMAN & LITTLEFIELD PUBLISHING GROUP, INC.

Wayne C. Thompson

By: [Signature] (Seal)

Title: Pres. & CEO

Date: March 4, 2011