

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Kiplinger Washington Editors, Inc.		01/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Future US LLC		
Street Address:	1100 13th Street NW, Suite 1000		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20005		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4383320	KIPLINGER'S INVESTING FOR INCOME	
Registration Number:	2651421	KIPLINGER'S PERSONAL FINANCE	
Registration Number:	2651423	KIPLINGER'S RETIREMENT REPORT	
Registration Number:	2648665	THE KIPLINGER LETTER	
Registration Number:	2648664	THE KIPLINGER TAX LETTER	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	561-653-5000		
Email:	ip@akerman.com		
Correspondent Name:	AKERMAN LLP		
Address Line 1:	777 SOUTH FLAGLER DRIVE		
Address Line 2:	WEST TOWER, SUITE 1100		
Address Line 4:	WEST PALM BEACH, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	00409868		
NAME OF SUBMITTER:	Caroline H. Mankey		
SIGNATURE:	/Caroline H. Mankey/		
DATE SIGNED:	09/05/2023		

CH \$140.00 4383320

Total Attachments: 15

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “**Agreement**”) is made January 1 2022, by and between Future US LLC, a California limited liability company (“**Buyer**”), and The Kiplinger Washington Editors, Inc., a Delaware corporation (“**Seller**”). Certain other capitalized terms used in this Agreement are defined in Exhibit A attached hereto.

WHEREAS, Buyer and Seller wish to enter into this Agreement pursuant to which Seller will sell and Buyer will purchase the Purchased Assets.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Purchased Assets; Assumed Liabilities**

1.1. **Purchased Assets.** Subject to the terms and conditions of this Agreement, Buyer hereby agrees to purchase from Seller, and Seller hereby agrees to sell, convey, transfer and assign to Buyer, on the Closing Date, all of Seller’s right, title and interest in (a) the Intellectual Property; (b) the plant and machinery, fixtures and fittings, equipment, furniture, goods, stock and work-in-progress, chattels, vehicles and book debts together with the trade, business, undertaking and goodwill thereof; (c) the full benefit of all then current contracts and agreements (the “**Contracts**”); and (d) any other assets utilized by Seller in connection with its Business (the “**Seller’s Business**” and together, the “**Purchased Assets**”). To the extent that any of the Purchased Assets are not assignable or otherwise transferable by Seller to Buyer, as the case may be, without the consent, approval or waiver of another party thereto or any third party (including any Governmental Authority), or if such assignment or transfer would constitute a breach thereof or of any other material contract binding upon Seller, or a violation of any applicable law, then this Agreement shall not constitute an assignment or transfer (or an attempted assignment or transfer) thereof until such consent, approval or waiver of such party or parties has been duly obtained.

1.2. **Excluded Assets and Liabilities**

1.2.1. Excluded Assets. All assets of Seller other than the Purchased Assets shall be deemed to be “**Excluded Assets**”.

1.2.2. Assumed Liabilities. Buyer agrees, upon consummation of, and effective as of, the Closing, to assume and agrees to pay, perform and discharge in a timely manner when due, the Liabilities of Seller directly related to the Seller’s Business arising after the Closing Date in connection with the performance by Buyer of obligations under the Contracts and obligations to customers of the Seller’s Business (collectively, the “**Assumed Liabilities**”). At the Closing, the parties shall execute a bill of sale and assignment and assumption

agreement, annexed at Exhibit C, in form and substance reasonably acceptable to Buyer and Seller (the “**Bill of Sale and Assignment and Assumption Agreement**”), pursuant to which Seller will assign to Buyer, and Buyer will assume from Seller, the Assumed Liabilities.

- 1.2.3. Liabilities and Obligations Not Assumed. Except for the Assumed Liabilities, Buyer shall not assume or become obligated in any way to pay any Liabilities of Seller whatsoever, including but not limited to any Liabilities now or hereafter arising from Seller’s business activities that took place prior to the Closing Date, such as any commission or cashback obligations to customers of the Seller’s Business (the “**Excluded Liabilities**”).

2. **Purchase Price.**

- 2.1. **Consideration.** The consideration for the sale to Buyer of the Purchased Assets shall be an amount equal to **REDACTED** (increased or decreased as required by the net assets or liabilities of the company) (the “**Consideration**”). Buyer shall not be entitled to deduct or withhold from the Consideration any Taxes or other amounts.
- 2.2. **Payment of Consideration.** The Consideration is to be satisfied by the creation of an intercompany payable from the Buyer to the Seller.

3. **Representations and Warranties of Seller.**

As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated herein, Seller hereby represents and warrants to Buyer, as of the date hereof, as follows:

- 3.1. **Authority and Effect.** Seller has full power and authority to execute and deliver this Agreement. This Agreement and the consummation by Seller of its obligations contained herein have been duly authorized by all necessary actions of Seller, and this Agreement has been duly executed and delivered by Seller. This Agreement is a valid and binding agreement of Seller, enforceable against Seller in accordance with its terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general application affecting enforcement of creditors’ rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. It is not necessary for Seller to take any action or to obtain any approval, consent or release by or from any third person, governmental or other, to enable Seller to enter into or perform its obligations under this Agreement.
- 3.2. **Organization and Standing.** Seller is a corporation organized, validly existing and in good standing under the laws of the state of Delaware. Seller has the requisite power and authority to conduct its business as now conducted and to own or license the Purchased Assets, and to use such

Purchased Assets in the conduct of its business.

3.3. **The Purchased Assets.** On the Closing Date, Seller shall convey and transfer to Buyer, and Seller currently has, good, complete and marketable title to all of the Purchased Assets, free and clear of all Encumbrances of any nature whatsoever. All of the Purchased Assets are in the exclusive possession and control of Seller and Seller has the unencumbered right to use, and to sell to Buyer in accordance with the terms and provisions of this Agreement, all of the Purchased Assets.

3.4. **Contracts.** Seller has not violated or breached in any material respect, and to Seller's knowledge, no other Person has violated or breached in any material respect, or declared or committed any material default under, any Contract.

3.5. **Intellectual Property.** To Seller's knowledge, (a) Seller owns all of the Intellectual Property free and clear of all Encumbrances; (b) no royalties or other fees are payable by Seller to any third parties with respect to any Intellectual Property; and (c) there are no restrictions on Seller's right to transfer or license any Intellectual Property.

3.6. **Proceedings and Orders.**

3.6.1. There is no pending Proceeding, and to the knowledge of Seller, no Person has threatened in writing to commence any Proceeding (i) that involves Seller that relates to the Seller's Business or any of the Purchased Assets; or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, the Transactions.

3.6.2. There is no Order and, to the knowledge of Seller, there is no proposed Order to which Seller, or any of the Purchased Assets, is or would be subject to (i) that would have a material adverse effect on the ability of Seller to comply with or perform any covenant or obligation under this Agreement, or (ii) that would have the effect of preventing, delaying, making illegal or otherwise interfering with the Transactions.

4. **Representations and Warranties of Buyer.**

Buyer represents and warrants to Seller, as of the date hereof, as follows:

4.1. **Authority and Binding Effect.** Buyer has the full corporate power and authority to execute and deliver this Agreement. This Agreement and the consummation by Buyer of its obligations contained herein have been duly authorized by all necessary corporate actions of Buyer, and this Agreement has been duly executed and delivered by Buyer. This Agreement is a valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency,

reorganization, moratorium, fraudulent conveyance, and other laws of general application affecting enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. It is not necessary for Buyer to take any action or to obtain any approval, consent or release by or from any third person, governmental or other, to enable buyer to enter into or perform their obligations under this Agreement other than as have been taken or obtained as of the date of this Agreement.

- 4.2. **Organization and Standing.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of California. Buyer has the requisite corporate power and authority to conduct their respective businesses as now conducted.
- 4.3. **Governmental Consents.** No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority on the part of Buyer is required in connection with the consummation of the transactions contemplated by this Agreement.

5. **Other Covenants.**

5.1. **Further Assurances**

- 5.1.1. Each party hereto shall execute and deliver after the date hereof such instruments and take such other actions as the other party may reasonably request in order to carry out the intent of this Agreement or to better evidence or effectuate the transactions contemplated herein.
- 5.1.2. At Buyer's expense, Seller agrees to assist Buyer to evidence, record and perfect the assignments and other transactions hereunder and to apply for and obtain recordation of the assigned rights, in the United States and any foreign jurisdictions.

- 5.2. **Expenses.** Each party shall pay all of its respective costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in carrying out and closing the transactions contemplated by this Agreement.

5.3. **Taxes.**

- 5.3.1. To the extent relevant to the Purchased Assets, each party hereto shall (i) provide the other with such assistance as may reasonably be required in connection with the preparation of any Tax Return and the conduct of any audit or other examination by any Tax authority or in connection with judicial or administrative proceedings relating to any liability for Taxes, and (ii) retain and provide the other with all records or other information that may be relevant to the preparation of any Tax Returns, or the conduct of any audit or examination, or

other proceeding relating to Taxes. Seller shall retain all documents, including prior years' Tax Returns, supporting work schedules and other records or information with respect to all sales, use and employment Tax Returns and shall not destroy or otherwise dispose of any such records for six years after Closing without the prior written consent of Buyer.

5.3.2. Buyer shall be solely responsible for any and all applicable sales, use, transfer, recording or similar Taxes arising out of or in connection with the transactions effected pursuant to this Agreement, including the sales, transfers, leases, rentals, licenses and assignments contemplated hereby (collectively, "**Transfer Taxes**"). The parties shall use commercially reasonable efforts to minimize Transfer Taxes, if any, arising out of or relating to the transactions contemplated by this Agreement, and shall cooperate in the preparation, execution, and filing of all returns, questionnaires, applications and other documents regarding Transfer Taxes.

5.3.3. Seller is and shall remain solely responsible for all Taxes and Tax matters arising from or relating to the Purchased Assets and the Seller's Business through the Closing Date. In the case of any Taxable period that begins before and ends after the Closing Date ("**Straddle Period**"), the amount of any Taxes based on or measured by income or receipts of Seller for the portion of the Straddle Period up to and through the Closing Date shall be determined based on an interim closing of the books as of the close of business on the Closing Date. The amount of any other Taxes of Seller for the portion of the Straddle Period up to and through the Closing Date shall be deemed to be the amount of such Tax for the entire Taxable period multiplied by a fraction the numerator of which is the number of days in the Taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period.

6. **The Closing.**

- 6.1. **Closing.** The purchase and sale of the Purchased Assets shall be consummated at a closing (the "**Closing**") to be held at 00:01 a.m. Eastern Time on the date hereof.
- 6.2. Seller shall do and execute or procure the execution of all necessary acts, deeds, documents and things within its power for effectively vesting the Purchased Assets other than the Excluded Assets in Buyer, to the extent not already done and, pending the doing and executing of such acts, deeds, documents and things, shall hold the legal estate in the Purchased Assets other than the Excluded Assets in trust for Buyer.

7. **Miscellaneous.**

- 7.1. **Assignment.** Seller may not assign this Agreement, or assign its rights or delegate its duties hereunder, without the prior written consent of Buyer. Buyer shall be entitled to assign their rights and obligations hereunder, in whole or in part, to one or more of their Affiliates, without the prior written consent of Seller, but no such assignment shall relieve Buyer of its obligations hereunder.
- 7.2. **Severability.** Any provision of this Agreement which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof.
- 7.3. **Governing Law.** This Agreement is deemed to have been made in this State of New York and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of New York for contracts made and to be performed in that state.
- 7.4. **Entire Agreement; Amendment.** This Agreement and the Exhibits and Schedules hereto, and each additional agreement and document to be executed and delivered pursuant hereto constitute all of the agreements of the parties with respect to, and supersede all prior agreements and understandings relating to the subject matter of, this Agreement or the transactions contemplated by this Agreement. This Agreement may not be modified or amended except by a written instrument specifically referring to this Agreement signed by the parties hereto.
- 7.5. **Waiver.** No waiver by one party of another party's obligations, or of any breach or default hereunder by any other party, shall be valid or effective, unless such waiver is set forth in writing and is signed by the party giving such waiver; and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature or any other breach or default by such other party.
- 7.6. **Interpretation; Headings.** This Agreement is the result of arms-length negotiations between the parties hereto and no provision hereof, because of any ambiguity found to be contained therein or otherwise, shall be construed against a party by reason of the fact that such party or its legal counsel was the draftsman of that provision. The section, subsection and any paragraph headings contained herein are for the purpose of convenience only and are not intended to define or limit or affect, and shall not be considered in connection with, the interpretation of any of the terms or provisions of this Agreement. Any references to "including" or "include" shall be interpreted to be followed by "without limitation".
- 7.7. **Counterparts.** This Agreement may be executed by electronic signature and in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. Counterparts may be delivered by facsimile, electronic mail

(including pdf) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

- 7.8. **Notices.** All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given to the person designated below (a) on the date of delivery if delivered in person; (b) on the first Business Day after being sent by fax, provided that the successful transmission of the fax has been confirmed through a confirmation function sheet provided by the fax machine used for such transmission; (c) on the third Business Day following the deposit thereof in the United States Mail, provided it is mailed by certified mail, return-receipt requested and postage prepaid and properly addressed; or (d) on the second Business Day after being sent by air courier. Any party hereto may from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified below:

If to Seller, to:

The Kiplinger Washington Editors, Inc.
1100 13th Street NW
Suite 1000
Washington
D.C. 20005
Email: legal@futurenet.com

If to Buyer, to:

Future US LLC
1100 13th Street NW
Suite 1000
Washington
D.C. 20005
Attn: Richard Stamberger
Email: richard.stamberger@futurenet.com
With a copy to: legal@futurenet.com

- 7.9. **No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this Agreement, express or implied shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

[Remainder Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, each of Seller and Buyer has caused a duly authorized representative to execute this Asset Purchase Agreement on the date first written above.

BUYER:

FUTURE US LLC



By:

Name: Richard Stamberger

Title: Chief Executive Officer, Future US Holdings, Inc (as
Sole Member and Manager)

SELLER:

The Kiplinger Washington Editors, Inc.



By:

Name: Zillah Byng-Thorne

Title: Director

INDEX OF SCHEDULES AND EXHIBITS

Exhibit A: Certain Definitions

Exhibit B: Intellectual Property

Exhibit C: Bill of Sale and Assignment and Assumption Agreement

EXHIBIT A

CERTAIN DEFINITIONS

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set forth below and grammatical variations of such terms shall have corresponding meanings:

"Affiliate" means, with respect to any Person, each of the Persons that directly or indirectly, through one or more intermediaries, owns or controls, or is controlled by or under common control with, such Person. For the purpose of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Business Day" means any day other than Saturday, Sunday or a day on which commercial banks in New York, NY, are authorized or required to be closed.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"Encumbrance" means any encumbrance, lien, charge, hypothecation, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, right of set-off, reservation, easement, right of occupation, any matter capable of registration against title, option, right of pre-emption, privilege or any contract to create any of the foregoing.

"Governmental Authority" means any federal, state or local court or tribunal, governmental, quasi-governmental or regulatory body, administrative agency or bureau, commission or authority or other body exercising similar powers or authority.

"Intellectual Property" means any registered copyright, trademarks, designs and patents related to the Seller's Business owned by Seller, including but not limited to those listed at Exhibit B, and all applicable (i) goodwill associated with such intellectual property; (ii) licenses and sublicenses granted and obtained with respect to such intellectual property; and (iii) rights under such intellectual property.

"Knowledge" means the actual knowledge of Zillah Byng-Thorne.

"Liabilities" means debts, liabilities, Taxes and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, known or unknown, including those arising under any law, action or governmental order and those arising under any Contract.

"Order" shall mean any

- (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award that is issued, made, entered, rendered or otherwise put into effect by or under the authority of any

court, administrative agency or other Governmental Authority or any arbitrator or arbitration panel; or

(b) Contract with any Governmental Authority that is entered into in connection with any Proceeding.

“**Person**” means an individual, corporation, partnership, limited liability company, limited liability partnership, association, trust or any other entity or organization.

“**Proceeding**” shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation, commenced, brought, conducted or heard by or before, or that otherwise involved, any Governmental Body or any arbitrator or arbitration panel.

“**Seller’s Business**” means, including but not limited to, the operation of Seller’s business related to the “Kiplinger’s Investing For Income”, “Kiplinger’s Personal Finance”, “Kiplinger’s Retirement Report”, “The Kiplinger Letter” and “The Kiplinger Tax Letter” publications and associated websites, newsletters and podcasts as it is conducted as of the Closing Date.

“**Tax**” (and, with correlative meaning, “**Taxes**” and “**Taxable**”) means (i) any net income, alternative or add-on minimum tax, gross income, estimated, gross receipts, sales, use, ad valorem, value added, transfer, franchise, fringe benefit, capital stock, profits, license, registration, withholding, payroll, social security (or equivalent), employment, unemployment, disability, excise, severance, stamp, occupation, premium, property (real, tangible or intangible), environmental or windfall profit tax, custom duty or other tax, 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 (whether disputed or not) imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign), (ii) any Liability for the payment of any amounts of the type described in clause (i) of this sentence as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate group for any Taxable period and (iii) any Liability for the payment of any amounts of the type described in clause (i) or (ii) of this sentence as a result of being a transferee of or successor to any Person or as a result of any express or implied obligation to assume such Taxes or to indemnify any other Person.

“**Tax Return**” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Transactions**” shall mean (a) the execution and delivery of this Agreement, and (b) all of the transactions contemplated thereby.

EXHIBIT B

Intellectual Property

Country	Trademark	Registration No.	Class
USA	KIPLINGER'S INVESTING FOR INCOME	4383320	9, 16, 41
USA	KIPLINGER'S PERSONAL FINANCE	2651421	16, 35, 36, 42
USA	KIPLINGER'S RETIREMENT REPORT	2651423	16, 42
USA	THE KIPLINGER LETTER	2648665	16, 42
USA	THE KIPLINGER TAX LETTER	2648664	9, 16, 41

EXHIBIT C

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is entered into as of January 1, 2022 by and between Future US LLC, a California limited liability company ("**Buyer**"), and The Kiplinger Washington Editors, Inc., a Delaware corporation ("**Seller**"). Each capitalized term used without definition in this Agreement shall have the same meaning given to such capitalized term in that certain Asset Purchase Agreement by and among Buyer and Seller (the "**Purchase Agreement**").

WHEREAS, pursuant to terms of the Purchase Agreement, Buyer has agreed to purchase from Seller and Seller has agreed to sell, transfer, convey, assign and deliver, or cause to be sold, transferred, conveyed, assigned and delivered to Buyer all of the right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties hereto agree as follows:

- 1. Sale, Transfer and Assignment of Purchased Assets.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer hereby purchases from Seller and Seller hereby sells, transfers, conveys, assigns and delivers to Buyer all of the right, title and interest in and to all of the Purchased Assets free and clear of any liens, in consideration of the intercompany loan agreement on the terms specified in the Purchase Agreement.
- 2. Assumed and Excluded Liabilities.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, Buyer hereby assumes and agrees to pay, perform and discharge in a timely manner when due, the Assumed Liabilities, if any, as set forth in Section 1.2.2 of the Purchase Agreement. In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, the parties hereto acknowledge and agree that Seller will retain, and will be solely responsible for paying, performing and discharging in a timely manner when due, the Excluded Liabilities as set forth in Section 1.2.3 of the Purchase Agreement.
- 3. Further Assurances.** Seller hereby covenants and agrees to cooperate with Buyer from time to time on or after the date hereof, upon request of Buyer, and without further consideration, to take all actions and to execute and deliver all other documents and instruments reasonably necessary or appropriate to fully evidence, vest, perfect and confirm, document, record and carry out the contribution, sale, assignment, transfer and delivery of the Purchased Assets contemplated by the Purchase Agreement and this Agreement and Buyer's ownership of all rights, title and interests therein.
- 4. Unassignable Purchased Assets.** To the extent that any of the Purchased Assets are not assignable or otherwise transferable by Seller to Buyer, as the case may be, without the consent, approval or waiver of another party thereto or any

third party (including any governmental agency), or if such assignment or transfer would constitute a breach thereof or of any other material contract binding upon Seller, or a violation of any applicable law, then neither the Purchase Agreement nor this Agreement shall constitute an assignment or transfer (or an attempted assignment or transfer) thereof until such consent, approval or waiver of such party or parties has been duly obtained.


- 5. Effect of Assignment.** Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.
- 6. Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of New York.
- 7. Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other party hereto, and any such assignment without such prior written consent shall be null and void, except that Buyer may assign this Agreement to any affiliate of Buyer in connection with the transfer (including by license) of the Purchased Assets to such affiliate without the prior consent of Seller; *provided, however,* that Buyer shall remain liable for all of its obligations under this Agreement. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.
- 8. Severability.** If any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto shall use all reasonable best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.
- 9. Counterparts.** This Agreement may be executed by electronic signature and in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including pdf) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Remainder Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Bill of Sale and Assignment and Assumption Agreement to be executed and delivered by their respective representatives thereunto duly authorized, all as of the date first above written.

BUYER:

FUTURE US LLC

By: 

Name: Richard Stamberger

Title: Chief Executive Officer, Future US Holdings, Inc (as Sole Member and Manager)

SELLER:

The Kiplinger Washington Editors, Inc.

By: 

Name: Zillah Byng-Thorne

Title: Director