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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Garland Publishing, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Taylor & Francis Publishers, Inc.

Internal Address:

Street Address: 717 Fifth Avenue City: New York State: NY Zip: 10022

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Stock Purchase Agreement

Execution Date: July 25, 1997

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

973,440

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

David M. Perry Name:

9th Floor Internal Address:

Blank Rome Comisky & McCauley LLP

One Logan Square Street Address:

Philadelphia PA Zip: 19103 City: State: Zip:

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

02-2555

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David M. Perry

Name of Person Signing

Signature

11/20/01 Date

33

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Garland Publishing, Inc. *08/27/01*

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Taylor & Francis Publishers, Inc.

Internal Address: _____
Address: _____

Street Address: 717 Fifth Avenue

City: New York State: NY Zip: 10022

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
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Name: David M. Perry

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Blank Rome Comisky & McCauley LLP

9th Floor

Street Address: One Logan Square

City: Philadelphia State: PA Zip: 19103

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David M. Perry

Name of Person Signing

[Signature]
Signature

8/22/01
Date

33

09/05/2001 DRYRNE 00000061 022555 973440 Total number of pages including cover sheet, attachments, and document:

01 FC:481 40.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

STOCK PURCHASE AGREEMENT

AGREEMENT dated as of July 25, 1997 by and among Taylor & Francis [Publishers], Inc., a Delaware corporation and/or its nominees ("Buyer"), and Gail Borden, Standish Bradford, and Troland S. Link, in their capacities as Co-executors of the Estate of Gavin Borden (the "Estate") and Co-trustees of the GAVIN BORDEN TRUST dated August 18, 1990, Elizabeth Borden ("Borden"), William Ludwig ("Ludwig"), Roger Samet ("Samet"), Raymond Sokolov ("Sokolov") and Stephen Weissman ("Weissman") (Estate, Borden, Ludwig, Samet, Sokolov and Weissman are collectively referred to as "Sellers") and Garland Publishing, Inc., a Massachusetts corporation ("Company").

BACKGROUND

A. Company owns and operates a business engaged in the publishing of books including instructional and resource material for the academic, professional and student markets (the "Business") at its place of business located at 717 Fifth Avenue, New York, NY, 10022.

B. Sellers own, in the aggregate, 5376 shares, respectively, of capital stock of the Company (the "Stock"), and such Stock constitutes all of the issued and outstanding shares of capital stock of the Company.

C. The Buyer desires to acquire from Sellers all of the Stock, and the Sellers desire to sell to the Buyer all of the Stock, on the terms and subject to the conditions herein stated.

NOW, THEREFORE, incorporating the foregoing herein, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. Stock to be Purchased.

A. Purchase of Stock. On the Closing Date (as hereinafter defined), subject to and upon the terms and conditions contained herein, the Sellers will sell, transfer, convey, assign and deliver to the Buyer, and the Buyer will purchase and acquire from the Sellers, good and marketable right, title and interest in and to the Stock.

2. Purchase Price.

A. In consideration of (i) the sale of the Stock, (ii) the execution, delivery and performance of the Restrictive Covenant (as hereinafter defined), and (iii) in reliance upon the representations, warranties, covenants and agreements made herein by the Sellers and the Company, the Buyer in full payment therefor, shall pay to Sellers the total sum of Twelve Million Dollars (\$12,000,000) in accordance with Section 2B (such amount, as may be adjusted, hereinafter the "Purchase Price").

B. Payment of Purchase Price. The Purchase Price shall be payable as follows:

(i) Eleven Million Dollars (\$11,000,000) by wire transfers in immediately available funds on the Closing Date pro-rata to the Sellers to accounts designated by Sellers in writing at least two (2) days prior to the Closing Date (the "Closing Payment").

(ii) One Million Dollars (\$1,000,000) by wire transfer in immediately available funds on the Closing Date (the "Escrow Fund") to the law firm of Blank Rome Comisky & McCauley, as escrow agent (the "Escrow Agent"), which shall be held pursuant to Section "2C" below and that certain Escrow Agreement executed simultaneously herewith and appended hereto as Exhibit 2.

C. Release of Escrow Fund. One hundred eighty (180) days following the Closing Date, the Escrow Fund shall be paid pro-rata to Sellers subject to adjustment and release to Buyer pursuant to Section 12 concerning indemnification. On or prior to the one hundred eightieth day after the Closing Date, Borden on behalf of Sellers and Buyer shall advise the Escrow Agent by written instruction of the amount of indemnification, if any, to be released to Buyer (the "Indemnification Amount"). In the event Borden on behalf of Sellers and Buyer are unable to agree upon the Indemnification Amount due hereunder, then within fifteen (15) days thereof, Borden on behalf of Sellers and Buyer shall appoint a nationally recognized accounting firm to mediate the dispute (the "Mediator"). Borden, on behalf of Sellers and Buyer shall, within the next twenty (20) days, present their positions with respect to the item or items in dispute to the Mediator. The Mediator shall, within twenty (20) days after the presentation of the position of each party, render to the parties a decision on the Indemnification Amount. Any determination by the Mediator with respect to the Indemnification Amount shall be final and binding on each party to this Agreement. The parties agree that the cost of the Mediator shall be borne equally.

3. Other Agreements.

On the Closing Date, the following other agreements shall be executed:

(i) Borden shall enter into and deliver a consultancy agreement substantially in the form of Exhibit 3i attached hereto (the "Consultancy Agreement");

(ii) James D. Watson, Dennis Bray, Martin Raff, Keith Roberts, Bruce Alberts, Julian Lewis, Peter Walter and Alexander Johnson (collectively the "Authors") shall enter into a Fifth Modification Agreement to that certain Publishing Agreement with Company dated July 10, 1981, substantially in the form of Exhibit 3ii attached hereto (the "Fifth Modification Agreement");

(iii) The Authors shall enter in a Second Amendment to that certain Agreement with the Company dated December 20, 1992 substantially in the form of Exhibit 3iii attached hereto (the "Second Amendment"); and

(iv) The Company shall enter into a lease substantially in the form appended hereto as Exhibit 3iv for the premises located in Hampden, Connecticut and used by Company as its warehouse and for office facilities (the "Lease").

4. Closing Date.

a. For purposes of this Agreement, the closing ("Closing") on the transaction contemplated hereby shall take place on the "Closing Date." The term, "Closing Date" shall mean a date designated by Buyer within ten (10) business days after all conditions to Closing have been satisfied but in no event later than July 25, 1997 unless the parties otherwise mutually agree. The Closing shall take place at the offices of Blank, Rome, Comisky & McCauley, Four Penn Center Plaza, Philadelphia, Pennsylvania 19103, at or about 10:00 A.M., on the Closing Date or at such other time or place as the parties may mutually agree.

b. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated by written notice of termination at any time before the Closing (i) by mutual written consent of the parties; (ii) by written notice by Buyer to Sellers if on the Closing Date the conditions precedent to Buyer's obligations have not been satisfied in any material respect; (iii) by written notice by Sellers to Buyer if on the Closing Date the conditions precedent to Sellers' obligations have not been satisfied in any material respect; or (iv) by either party by written notice to the other if the Closing shall not have occurred on or before July 25, 1997.

5. Representations and Warranties of Sellers and the Company. Except with respect to Section 5A which shall be several only, Sellers and the Company, jointly and severally, represent, warrant and covenant to the Buyer as follows:

A. Power and Authority. The Company is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and is qualified as a foreign corporation under the laws of the States of New York and Connecticut. The Company has previously delivered to the Buyer complete and correct copies of its certificate of incorporation and all amendments thereto, its by-laws and all amendments thereto, and its minute books and stock certificate ledger. The Company does not own, directly or indirectly, any ownership, debt, equity, profits or voting interest in any corporation, partnership, joint venture or any other person, and has no agreement or commitment to purchase any such interest. The Company has the full power and authority to own, lease and operate its assets, properties and business, and to carry on its business as and where such business is now conducted. The Company and the Sellers have the full power and authority (and legal capacity and competency in the case of Sellers) to execute, deliver and perform this Agreement and all documents, agreements and transactions contemplated hereby. This Agreement is the valid and legally binding obligation of the Company and the Sellers enforceable against them in accordance with its terms, except with respect to the effect of bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws or equitable principles affecting creditors' rights or remedies, and each document and agreement contemplated by this Agreement, when executed and delivered in accordance with their terms, will be the valid and legally binding obligation of the Company and the Sellers who are parties thereto. The authorized capital stock of the Company consists of 7500 shares of common

stock. The Stock constitutes all of the issued and outstanding shares of capital stock of the Company. All outstanding shares of Stock have been validly authorized and issued, are fully paid and nonassessable and have not been issued in violation of any preemptive rights or of any federal or state securities law. Except as set forth on Schedule "5A", there is no security, option, warrant, right, call, subscription agreement, commitment or understanding of any nature whatsoever, fixed or contingent, that directly or indirectly (i) calls for the issuance, sale, pledge or other disposition of any shares of capital stock of the Company, or any securities convertible into, or other rights to acquire, any shares of capital stock of the Company, or (ii) obligates the Company to grant, offer or enter into any of the foregoing or (iii) relates to the voting or control of such capital stock, securities or rights. Sellers are the record and beneficial owners of the Stock. Except as set forth on Schedule "5A", the Company has, and will continue to have, at the Closing, good, valid and marketable title to all of its assets, free and clear of any and all Encumbrances (as hereinafter defined), guarantees, liens, claims or other agreements. Sellers have, and will transfer to the Buyer at the Closing, good, valid and marketable title to the Stock, free and clear of any and all Encumbrances, liens, claims, guarantees, proxies and voting or other agreements. Except as set forth on Schedule "5A", no consent of, or filing with, any governmental or regulatory authority (Federal, state or local) or any other person or entity is required to be obtained by Company or any of the Sellers in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

B. Tax Matters. The Company has duly and timely filed, and will duly and timely file, all Tax Returns (as hereinafter defined) which it is required to file prior to the date hereof and the Closing Date (including Tax Returns for the jurisdictions listed on Schedule "5B") and has paid, and will pay, all Taxes (as hereinafter defined), deficiencies and other assessments of Taxes owed or claimed to be owed by the Company which are due and payable prior to the date hereof and the Closing Date. There are no deficiencies or other assessments of Taxes owed or claimed to be owed by the Company. The Sellers do not know of any unassessed Tax deficiency of Company proposed or threatened with respect to any period prior to Closing. No extensions of time on which any Tax Return was or is to be filed by the Company is in force, and no waiver or agreement by the Company is in force for the extension of time for the assessment or payment of any Tax. There is no dispute or claim concerning any Tax liability of the Company either (i) claimed or raised by any taxing authority in writing, or (ii) as to which the Sellers have knowledge based on personal contact with any agent of such authority. No Tax Returns are currently the subject of an audit. No claim has ever been made by a taxing authority in a jurisdiction where the Company does not file a Tax Return that it is, or may be, subject to taxation by that jurisdiction. The Company has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party. All Taxes which are called for by the Tax Returns, or claimed to be owed by a taxing authority from the Company, and all other Taxes owed or claimed to be owed by the Company which are due and payable prior to the date hereof, and all Taxes upon or required by the Company's properties, assets or income, have been properly accrued in accordance with generally accepted accounting principles consistently applied from fiscal period to fiscal period on an accrual basis. For purposes of this Agreement, the term "Tax" and the term "Tax Return" shall mean:

(i) "Tax" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including Taxes under Section 59A of the Internal Revenue Code of 1986, as amended (the "Code")), customs, duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other Tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

(ii) "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 thereto.

C. Compliance with Laws. The Company and the Sellers have complied with all Federal, state, county and local laws, ordinances, rules, regulations and orders (collectively, "Laws") relating in any respect to the Company, its assets or its Business. The Company holds all permits and licenses of any governmental or regulatory body (federal, state, county or local) (collectively the "Permits") material to or necessary for the conduct of its Business. Except as set forth on Schedule "5C", (i) all such Permits are in full force and effect, (ii) the Company is in compliance therewith, (iii) no violations have been asserted in respect of any Permit, and (iv) no proceeding is pending or, to the best of Seller's knowledge, threatened, to revoke or limit any Permit. Except as stated on Schedule "5C", from and after Closing all such Permits will remain in full force and effect without the consent or action of any person or entity.

D. No Breach. Except as set forth on Schedule "5D", the execution, delivery and consummation of this Agreement and the transactions herein contemplated (i) do not conflict with any term or provision of the certificate of incorporation or by-laws of the Company, (ii) do not constitute or will not constitute a violation of or a default or an event which, with notice or lapse of time or both, would constitute a default under and will not conflict with, any term or provision of any contract, commitment, indenture, lease or other agreement, arrangement or understanding to which the Company, Sellers, or the Stock are bound, (iii) do not constitute a violation of any judgment or order naming the Company, or any Law, and (iv) do not result in the creation of any Encumbrance on any of the assets of the Company or the Stock or give to any person or entity any interest in any of the assets of the Company or the Stock.

E. Financial Statements. Schedule "5E" contains the financial statements and notes thereto of the Company as, at and for the fiscal years ended March 31, 1996, and 1997 (the "Financial Statements"). The Financial Statements fairly present, in all material respects, the financial position of the Company as of such dates and the results of its operations and its cash flows for the fiscal periods then ended in conformity with generally accepted accounting principles consistently applied from fiscal period to fiscal period. The Financial Statements are not affected by transactions or accounts with the Sellers other than as stated on Schedule "5E". Since the date of the latest Financial Statements, there has been no material adverse change in the assets, liabilities, Business or condition (financial or otherwise) of the Company.

F. Liabilities. Except as disclosed in the Financial Statements or as listed on Schedule "5F", the Company has no Encumbrances, liabilities or obligations, whether fixed or contingent, known or unknown, liquidated or unliquidated, secured or unsecured, or otherwise any one of which is in excess of \$5,000.

G. Litigation and Judgments. Except as disclosed on Schedule "5G", neither the Company nor the Sellers is a party to or threatened with, any claim, litigation, arbitration, proceeding or governmental investigation which affects the ability to consummate the transaction contemplated herein. Except as disclosed on Schedule "5G", neither the Company nor the Sellers has received notice of any claim, litigation, arbitration, proceeding or governmental investigation concerning the Company or the ability of the Company or Sellers to consummate the transaction contemplated herein. Additionally, except as disclosed on Schedule "5G", there are no judgments, orders, writs, decrees, fines, citations, penalties, injunctions or other legal, administrative or arbitration actions naming the Company and affecting the assets of the Company, its Business or the Stock.

H. Agreements. Schedule "5H" sets forth a list of all Contracts (as hereinafter defined) under which the Company is bound, each of which is in full force and effect and enforceable in accordance with its terms. No notice of default, defense, offset, counterclaim, termination or acceleration has been given or received by the Company or Sellers with respect to any of the Contracts. Except as indicated on Schedule "5H", none of the Contracts are, or as a result of the Closing, will be in breach or default. Except as indicated on Schedule 5H none of the Contracts require the consent or action of any person or entity in order to consummate the transactions contemplated by this Agreement or to permit the continued performance of the Contracts in accordance with their terms. Since April 1, 1997, no material customer of the Company has canceled or otherwise terminated, or threatened to cancel or otherwise terminate, its relationship with the Company. Neither the Sellers nor the Company has any knowledge that any such customer intends to cancel or otherwise modify its relationship with the Company or to decrease materially or limit its usage of the services of the Company. For purposes of this Agreement, "Contract" means any written or oral contract, agreement, instrument, order, commitment or binding arrangement, express or implied, of any nature whatsoever, including, but not limited to, lease agreements.

I. Real Property. Except as reflected on Schedule "5I", the Company does not own any real property, and has not owned any other real property in the five years prior to Closing. All of the real property reflected on Schedule "5I" is sometimes collectively referred to as the "Real Estate". The Company does not use any real property other than the Real Estate in the conduct of its Business, except for the property leased by the Company described on Schedule 5I.

J. Tangible Property and Other Assets. Schedule "5I" sets forth a list of all interests owned or leased by the Company in machinery, equipment, furniture, fixtures, inventory and other tangible property (collectively, the "Tangible Property"). All Contracts pursuant to which the Company may hold or use any interest owned or claimed by the Company in or to the Tangible Property are in full force and effect, the Company is not in default thereunder and no condition exists which, with notice, lapse of time or both, would constitute a default. The Buyer, effective as of the Closing, will own all of the assets (including, but not limited to, the Tangible

Property) of the Company through its ownership of the Stock except for the assets identified on Schedule "5J" as leased. All Tangible Property owned or leased by the Company is in good condition, ordinary wear and use excepted (other than that which materially detracts from the value or impairs the proper use of the property), and is sufficient for the Business conducted by Sellers or proposed to be conducted by them.

K. Intangible Property. All trademarks, trade names, service marks, copyrights owned by the Company, and software and software rights (including, without limitation, any computer programs not readily available commercially) of any kind or nature material to the conduct of the Company's Business (all of the foregoing, collectively, the "Intangible Property") owned, used, registered in the name of or licensed to the Company are listed on Schedule "5K1". The Intangible Property owned or used by the Company is adequate for the Business conducted by it or proposed to be conducted by it. The Company has no notice of any adversely held Intangible Property of any other person or entity relating to any of the property set forth on Schedule "5K1" and the Company does not know of any basis for any such charge or claim. To the best of its knowledge, the Company has not misappropriated the trade secrets or property rights of any person or entity, and none of the Intangible Property, as used in the conduct of the Company's Business, infringes upon or violates the rights of any person or entity. Schedule "5K2" sets forth a list of Intangible Property which has been licensed to third parties.

L. Liens. Except as set forth on Schedule "5L", the Company owns outright and has good and absolute legal, equitable and marketable title to all of its assets, free and clear of any lien, debt, pledge, obligation, liability, charge, encumbrance, restriction, easement, security interest, commitment or option (any of the foregoing, an "Encumbrance") of any kind, nature or description.

M. Employees. Schedule "5M" is a complete list of the employees of the Company, their responsibilities and their current wages and benefits. Except as set forth on Schedule "5M", the Company is not a party to any collective bargaining agreement or any other Contract with any of their respective employees presently employed by the Company and there is no employee whose employment is not terminable at will without payment of any termination sum of any nature. The Company is in material compliance with all Laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labor practice. No unfair labor practice complaint against the Company is pending before the National Labor Relations Board; there is no labor strike, dispute, slowdown or stoppage pending or, to the best of the Sellers' knowledge, threatened, against or involving the Company; no representation question exists respecting the employees of the Company; to the knowledge of the Sellers, no grievance which might have an adverse effect upon the Company or the conduct of its Business exists; no collective bargaining agreement is currently being negotiated by the Company; the Company is not under a current obligation to negotiate with any union; and the Company has not experienced any material labor difficulty during the last three years.

N. Employee Benefit Plans. Except as set forth in the Schedule "5N", the Company has not established, maintained or been required to contribute to any Employee Benefit Plans and the Company has not proposed any Employee Benefit Plans which the Company will

establish, maintain, or to which the Company will be obligated to contribute, and the Company has not proposed any changes to any Employee Benefit Plans now in effect (all of the preceding referred to collectively hereinafter as "the Company's Employee Benefit Plans"). Schedule "5N" includes a description of each Employee Benefit Plan that is currently in effect or as to which the Company has any current or future obligation, which description indicates the employees covered or affected thereby and all of the obligations of the Company thereunder. Copies of all Employees Benefit Plans are described in Schedule "5N" and all written materials used by the Company to describe its Employee Benefit Plans to employees have been delivered to Buyer. If permitted and or required by applicable law, the Company has properly submitted all of the Company's Employee Benefit Plans in good faith to meet the applicable requirements of ERISA and/or the Code to the IRS for its approval within the time prescribed therefor under applicable federal regulations. Favorable letters of determination of such tax-qualified status from the IRS have been furnished to the Buyer. With respect to the Company's Employee Benefit Plans, the Company will have made, on or prior to the Closing Date, all payments required to be made by it on or prior to the Closing Date and will have accrued (in accordance with generally accepted accounting principles consistently applied) as of the Closing Date all payments due but not yet payable as of the Closing Date. The Company has never been obligated to contribute to a Multiemployer Plan (as defined in ERISA or the Code) or any Employee Benefit Plan that is subject to the minimum funding standards of ERISA or the Code or to Title IV of ERISA. The Company has furnished Buyer with a true and correct copy of the most current Form 5500 and any other form or filing required to be submitted to any governmental agency with regard to any of the Company's Employee Benefit Plans. All of the Company's Employee Benefit Plans are, and have been, operated in full compliance with their provisions and with all applicable laws. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in any payment (including, without limitation, severance, unemployment compensation, golden parachute or otherwise) becoming due from Company under any of the Company's Employee Benefit Plans, (ii) increase any benefits otherwise payable under any of the Company's Employer Benefit Plans or (iii) result in the acceleration of the time of payment or vesting of any such benefits to any extent. There are no pending actions, claims, or lawsuits which have been asserted or instituted against any of the Company's Employee Benefit Plans, the assets of any of the trusts under such plans, the plan sponsor, the plan administrator or against any fiduciary of any of the Company's Employee Benefit Plans, (other than routine benefit claims) nor does the Company have knowledge of facts which could form any such action, claim or lawsuit. There are no investigations or audits of any of the Company's Employee Benefit Plans, any trusts under such plans, the plan sponsor, the plan administrator or any fiduciary of any of the Company's Employee Benefit Plans which have been threatened or instituted nor does the Company have knowledge of facts which could form the basis for any investigation or audit. Except as set forth in the Schedule "5N", no event has occurred or will occur which will result in liability to Company in connection with any Employee Benefit Plan established, maintained, or contributed to (currently or previously) by Company or by any other entity which, together with Company, constitute elements of either (i) a controlled group of corporations (within the meaning of Section 414(b) of the Code), (ii) a group of trades or businesses under common control (within the meaning of Sections 414(c) of the Code or 4001 of ERISA), (iii) an affiliated service group (within the meaning of Section 414(m) of the Code) or (iv) another arrangement covered by Section 414(o) of the Code).

O. Insurance. Schedule "5O" sets forth all policies of insurance held by or on behalf of the Company including, without limitation, policies insuring the assets of the Company ("Insurance Policies"). With respect to the Insurance Policies, Schedule "O" specifies the insurer, the policy number (or covering note number with respect to binders), the risks covered, the premium, the deductibles and the amount of coverage provided and a description of each pending claim thereunder of more than \$1,000. All such Insurance Policies are enforceable and in full force and effect. The Company is not in default with respect to any provision contained in any such Insurance Policy nor has the Company failed to give any notice or present any claim under any such Insurance Policy in due and timely fashion. Except for claims set forth on Schedule "5O", there are no outstanding unpaid claims under any such Insurance Policy. Neither the Sellers nor the Company have received a notice of cancellation, non-renewal or audit of any such Insurance Policy. Neither the Sellers nor the Company have any knowledge of any inaccuracy in any application for such Insurance Policies, any failure to pay premiums when due or any similar state of facts which might form the basis for termination of any such insurance. All Insurance Policies (i) are sufficient for compliance by the Company with all requirements of Law and all Contracts to which the Company is a party, (ii) insure against risks of the kind customarily insured against and in amounts customarily carried by insureds similarly situated, and (iii) provide adequate insurance coverage for the assets and the Business of the Company.

P. Environmental Matters. Except as disclosed on Schedule "5P" no hazardous wastes, hazardous substances, hazardous materials, asbestos, infectious waste, petroleum, petroleum products or pollutants or other contaminants (as such terms are defined in applicable Environmental Laws) have been discharged, spilled, disposed of or otherwise released by Company (i) in or on the Real Estate; or (ii) by or at the direction of the Company or the Sellers, which would provide a basis for any liability for personal injury, property damage, environmental cleanup or natural resources damage.

Q. Full Disclosure. Company and Sellers shall not be deemed to have made to Buyer any representation or warranty other than as expressly made by them in this Section 5. Without limiting the foregoing, Company and Sellers make no representations as to projections, estimates or budgets heretofore delivered to Buyer of revenues, expenses or expenditures or future results of operations, or (except as expressly covered in this Section 5) as to any other information or documents made available to Buyer or its counsel, accountants or advisors. The information furnished or to be furnished by or on behalf of the Sellers and the Company to the Buyer pursuant to this Section 5 does not and will not contain any untrue statement of a material fact and do not and will not omit to state any material fact relating to this Agreement which is necessary to make the statements made, in the context in which made, not false or misleading. There is no fact known to the Sellers or the Company which materially and adversely affects the assets of the Company, its Business, the Stock or the condition (financial or otherwise) of the Company which has not been set forth in this Agreement or the Schedules or certificates furnished in connection with the transactions contemplated by this Agreement.

6. Representations and Warranties of the Buyer. The Buyer represents and warrants to Sellers as follows:

A. Authority to Execute and Perform Agreements. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Buyer has the full corporate power and authority to execute, deliver and perform this Agreement and the transactions contemplated hereby. This Agreement is the valid and legally binding obligation of the Buyer enforceable against the Buyer in accordance with its terms, and each document and agreement contemplated by this Agreement, when executed and delivered in accordance with its terms, constitutes the valid and legally binding obligation of the Buyer enforceable against the Buyer in accordance with its terms. The execution, delivery and performance of this Agreement and all documents, agreements and transactions contemplated hereby have been duly and validly authorized by the Board of Directors of Buyer.

B. No Breach. The execution, delivery and consummation of this Agreement and the transactions herein contemplated (i) do not conflict with any term or provision of the certificate of incorporation or by-laws of the Buyer, (ii) do not constitute or will not constitute a violation of or a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or do not or will not conflict with, any term or provision of any contract, commitment, indenture or other agreement, arrangement or understanding to which the Buyer is a party or is bound, and (iii) do not constitute a violation of any judgment, order or any Law.

C. Full Disclosure. The information furnished or to be furnished by or on behalf of the Buyer to Sellers and the Company in connection with this Agreement and the transactions contemplated hereby does not and will not contain any untrue statement of a material fact and does not and will not omit to state any material fact necessary to make the statements made, in the context in which made, not false or misleading.

7. [Intentionally Omitted]

8. [Intentionally Omitted]

9. Conditions Precedent to the Obligations of the Buyer. Each and every obligation of the Buyer to be performed on or after the Closing Date shall be subject to the satisfaction, prior to or concurrently with the performance of such obligation, of the following conditions precedent, any or all of which may be waived in whole or part by the Buyer:

A. The representations and warranties made by the Company and Sellers in this Agreement shall each be true and correct in all material respects on the Closing Date with the same force and effect as though they had been made on the Closing Date, and the Company and the Sellers shall have performed all of their obligations under this Agreement which are to be performed or complied with prior to or on the Closing Date, as the case may be.

B. The Buyer shall have received the opinion of Hill & Barlow, counsel to the Sellers, dated the Closing Date and addressed to the Buyer substantially in the form of Exhibit "9B" attached hereto.

C. The Uniform Commercial Code and/or title searches for Encumbrances, judgments and tax liens (collectively, the "Searches"), conducted by the Buyer shall show that the assets of the Company are (or upon payment at Closing by the Company or the Sellers of the indebtedness thereby secured will be) free and clear of all Encumbrances other than those indicated on Schedule "9C" ("Permitted Encumbrances"). If any of the searches reveal Encumbrances other than Permitted Encumbrances on any of the assets of the Company, at or prior to Closing, Sellers shall pay such indebtedness and shall, at or prior to Closing, deliver to the Buyer termination statements terminating all such Encumbrances relating to the assets of the Company.

D. Sellers shall have made available or delivered to the Buyer the following: (i) to the extent available, the original invoices together with the manufacturer's or dealer's guarantees and/or warranties and assignments thereof, covering the assets of the Company; (ii) copies or originals of all files, papers, books and records, Tax Returns, list of customers in a form satisfactory to the Buyer, Permits, applications, correspondence and other documents relative to the assets of, or required by law with respect to the Company, the Business and the Real Estate; (iii) a certificate, dated no earlier than ten (10) days prior to the Closing Date, from the Massachusetts Secretary of State that the Company is in good standing; (iv) all such further documents which may be requested by the Buyer in order to more effectively transfer title of the Stock.

E. All necessary consents, approvals and/or filings for the transactions contemplated hereby shall have been obtained and/or made, as the case may be, and shall be in full force and effect.

F. There shall not be any suit or other proceeding pending or threatened before any court or governmental agency in which it is sought to prevent the consummation of this Agreement or the transactions contemplated hereby or to seek damages by reason of the transaction.

G. Sellers shall have executed the Escrow Agreement.

H. Borden shall have executed the Consultancy Agreement.

I. The Authors shall have executed the Fifth Modification Agreement and the Second Amendment.

J. The Company shall have entered into the Lease.

K. There shall have been no material adverse change in the assets, liabilities, earnings, Business, prospects or conditions of the Company (financial or otherwise) from the date of the latest Financial Statements to the Closing Date, which would materially adversely affect the ability of the Buyer to operate and/or expand the Business of the Company.

L. The Buyer shall have received the resignations of the officers, directors and any trustees of Employee Benefit Plans of the Company, and Sellers shall have delivered to the Buyer all minute books and stock certificate books of the Company.

M. Sellers shall have delivered to the Buyer their stock certificates in the Company accompanied by duly executed assignments separate from certificate.

N. Sellers shall have made available to the Buyer a listing of all bank and other financial institution accounts and made available copies of the actual signature cards reflecting those persons directed by Buyer as the only signatories allowed, and delivered the keys or codes for the assets, as applicable.

O. The Company's Board of Directors shall have duly authorized the execution, delivery and performance of the transaction contemplated by this Agreement and provided the Buyer with a certificate certifying to the minutes of the meeting approving the same.

10. Conditions Precedent to the Obligations of Sellers. Each and every obligation of Sellers to be performed on or after the Closing Date shall be subject to the satisfaction, prior to or concurrently with the performance of such obligation, of the following conditions precedent, any or all of which may be waived in whole or in part by Sellers:

A. The representations and warranties made by the Buyer in this Agreement shall each be true and correct in all material respects on the Closing Date with the same force and effect as though they had been made on the Closing Date, and the Buyer shall have performed all of its obligations under this Agreement which are to be performed or complied with prior to or on the Closing Date, as the case may be.

B. Sellers shall have received a certificate, dated the Closing Date, from the Secretary of the Buyer certifying to the minutes of the meetings of the Board of Directors of the Buyer authorizing the execution, delivery and performance of this Agreement by the Buyer and the transactions contemplated hereby.

C. The Buyer shall have executed the Escrow Agreement.

D. The Buyer and/or the Company, as the case may be, shall have executed the Consultancy Agreement.

E. The Buyer shall have paid the Purchase Price as provided hereunder.

11. Interpretation and Survival of Representations and Warranties. Notwithstanding any right of the Buyer to fully investigate the affairs of the Company and the Sellers (with respect to the Business of the Company), and notwithstanding any knowledge of facts determined or determinable by the Buyer pursuant to such investigation, the Buyer has the right, subject to the provisions of Section 5Q, to rely fully upon the representations, warranties, covenants and agreements of the Company and the Sellers contained in this Agreement or in any document delivered to the Buyer in connection with the transaction contemplated by this Agreement. The representations and warranties are bargained for assurances. Disbelief by the Buyer in any representations and warranties of the Sellers and/or the Company shall not excuse their performance or be an affirmative defense. Each representation, warranty, covenant and agreement contained

herein is independent of all other representations, warranties, covenants and agreements contained herein and must be independently and separately complied with and satisfied. All representations, warranties, covenants and agreements shall survive the execution and delivery hereof and the Closing Date except that the representations and warranties shall expire at the end of a period of eighteen (18) months after the Closing, at which time such representations and warranties shall expire (the "Time Limitation Period") except as otherwise provided in Section 12A.

12. Indemnification.

A. Obligation of Sellers to Indemnify. Sellers, severally and pro rata in proportion to their respective shares of the Purchase Price, shall indemnify, defend and hold harmless the Buyer and the Company (post-closing with respect to the Company) and the Buyer's shareholders, subsidiaries, affiliates, directors and officers from and against any and all claims, losses, damages, actions, deficiencies or expenses, including, without limitation, costs of investigation, interest, penalties and reasonable attorneys' fees but excluding (i) claims and losses, etc., arising from items accrued on the Company's financial statements attached in Schedule 5E, or disclosed herein or in the Schedules or in documents cross-referenced in the Schedules and delivered to Buyer, including, without limitation, all claims relating to, arising from or connected with the Company's loan agreements with BTM Capital Corporation (Bank of Tokyo), and (ii) claims and losses, etc., for which insurance coverage is available under either the Buyer's or the Company's insurance policies and all subrogation claims related thereto (collectively, "Losses") arising out of or due to (i) any misrepresentation or breach of any representation, warranty, covenant or agreement of the Sellers and/or the Company contained in this Agreement or, subject to the provisions of Section 5Q, in any document or agreement delivered pursuant to this Agreement, (ii) any Losses arising at any time which relates to or arises out of any act or omission of the Sellers and/or the Company, committed or omitted prior to the Closing Date, whether or not asserted prior to the Closing Date, (iii) any and all of the Sellers' and/or the Company's liabilities and obligations of any nature whatsoever, whether known or unknown, existing on the date hereof or the Closing Date, (iv) any failure of the Sellers and/or the Company to perform any of their obligations hereunder, or (v) any actions, causes of action, claims, suits, proceedings, demands, assessments, settlements, judgments, damages, Losses, costs and legal and other expenses incident to any of the foregoing; provided, however, that the Sellers shall not be responsible for any Losses hereunder until such Losses exceed \$150,000 (the "Basket Amount") except as qualified below in which event the Sellers shall be liable for all Losses from the first dollar and not just amounts in excess of the Basket Amount. Notwithstanding anything to the contrary, Sellers shall not be responsible for Losses in the aggregate which exceed the Purchase Price (the "Aggregate Ceiling"), and no Seller shall be individually responsible for Losses which exceed that portion of the Purchase Price payable to such Seller ("Individual Ceiling"). Notwithstanding anything to the contrary, the Time Limitation Period and the Basket Amount, shall not be applicable with respect to claims of (i) fraud, (ii) Losses in the nature of tax liabilities of the Company and/or the Sellers relating to periods prior to Closing and/or (iii) Losses in the nature of environmental liabilities, pursuant to environmental statutes, Laws, and regulations, of the Company and/or the Sellers for periods prior to Closing.

B. Obligation of the Buyer to Indemnify. The Buyer shall indemnify, defend and hold harmless Sellers from and against any Losses arising out of or due to (i) any

misrepresentation or breach of any representation, warranty, covenant or agreement of the Buyer contained in this Agreement or in any document or agreement delivered pursuant to this Agreement, (ii) any failure of the Buyer to perform any of its obligations hereunder, and/or (iii) any actions, causes of action, claims, suits, proceedings, demands, assessments, settlements, judgments, damages, Losses, costs and legal and other expense incident to any of the foregoing.

C. Notice of Indemnifying Party. If any party (the "Indemnitee") prior to the Time Limitation Period, if applicable, receives notice of any claim or the commencement of any proceeding with respect to which any other party (or parties) is obligated to provide indemnification (the "Indemnifying Party") pursuant to Sections 12A or 12B, the Indemnitee shall promptly give the Indemnifying Party notice thereof. Such notice shall be a condition precedent to any liability of the Indemnifying Party under the provisions for indemnification contained in this Agreement. Both the Indemnitee and the Indemnifying Party may participate in the defense of any matter involving the asserted liability of the Indemnitee and neither may settle or compromise any claim over the reasonable objection of the other, except that if the Buyer is the Indemnitee, the Buyer may, at its option, assume control of the defense or resolution of any such matter if the Buyer believes that the defense or resolution of such matter might materially adversely affect the Stock, the Company, the Business or the assets or properties of the Company, provided that Sellers shall continue to be obligated to indemnify the Buyer in connection with such matter. In any event, the Indemnitee, the Indemnifying Party and the Indemnifying Party's counsel shall cooperate in the compromise of, settlement or defense against, any such asserted liability. If the Indemnifying Party chooses to defend any claim, the Indemnitee shall make available to the Indemnifying Party any books, records or other documents within its control that are necessary or appropriate for such defense.

D. Set-off. The Buyer, in addition to all other rights and remedies pursuant to this Agreement and under law, shall have the right to set-off against any and all monies due to Sellers, under this Agreement or the Escrow Agreement, as the case may be, any sums for which the Buyer is indemnified pursuant to this Section 12. The right to set-off hereunder shall include, but shall not be limited to, the right to seek recovery from the Escrow Fund; provided, however, that such set-off arises within one hundred eighty (180) days of Closing. The Buyer's right to indemnification pursuant to this Section 12 shall not be limited by the right of set-off provided, hereunder.

E. Sole Remedy. Buyer's, Sellers' and Company's rights to indemnification under this Section 13 shall be their sole remedies with respect to Losses.

13. Nondisclosure.

A. Confidential Information. After the Closing Date, except with Buyer's prior written consent, Company and Sellers shall not directly or indirectly, communicate, publish, or otherwise disclose to any person, business or entity, except as required by law, or use for its own benefit or for the benefit of any person, business or entity, any Confidential Information, no matter when or how acquired. "Confidential Information" means all information concerning the Buyer and its business obtained by the Sellers and/or the Company or its representatives from the Buyer in

connection with the transactions contemplated by this Agreement except information (i) independently developed by the Sellers, (ii) ascertainable or obtained from public information, (iii) lawfully received from a third person not employed by or otherwise affiliated with the Buyer, or (iv) required by law to be disclosed.

B. **Enforcement.** The Buyer may enforce the provisions of this section by suit for damages, injunction, or both, as provided below:

(i) The parties agree and acknowledge that the Buyer will be irreparably injured by the breach of any provision of this section, and that money damages alone may not be an appropriate measure of the harm to the Buyer from such continuing breach. Therefore, the parties agree that equitable relief, including specific performance of these provisions by injunction, is an appropriate remedy for breach of these provisions.

(ii) If Buyer is obliged to resort to the courts for the enforcement of any of the covenants or agreements contained herein, or if such covenants or agreements are otherwise the subject of litigation between the parties, then the terms of such covenants and agreements shall be extended for a period of time equal to the period of such breach, which extension shall commence on the later of (a) the date on which the original (unextended) term of such covenants and agreements is scheduled to terminate or (b) the date of the final court order (without further right of appeal) enforcing such covenant or agreement.

(iii) A party, if found to have violated any covenant or provision of this Section, shall be liable for the reasonable attorney's fees and all costs of litigation necessary to enforce the covenants and provisions of this Section of the Agreement. The term "costs" shall include, without limitation, all filing fees and court costs, investigator, witness and expert witness fees, deposition costs, travel, long-distance telephone charges, photocopying, printing and any other costs reasonably necessary to prosecute the action.

(iv) If any portion of the covenant or its application is construed to be invalid, illegal or unenforceable, then the other portions or their applications shall not be affected thereby and shall be enforceable without regard thereto. If any covenant is determined to be unenforceable in equity because of its scope, duration, geographic area or similar factor, then the court or arbitrator making such determination shall have the power to reduce or limit such scope, duration, area or other factor and such covenant shall then be enforceable in equity in its reduced or limited form.

14. **Commissions and Fees.** Any commissions or fees due any agent, broker or finder shall be borne by Sellers who shall agree to indemnify and hold Buyer harmless from all damages, costs and liabilities that may result from breach of this warranty and representation. Buyer has not employed any agent, broker or finder in connection with this transaction.

15. **Expenses.** Except as may be otherwise provided by Section 12, whether or not the transactions contemplated by this Agreement shall be consummated, the Sellers shall pay their and/or Company's expenses incident to preparing for, entering into and carrying into effect this

Agreement and the transaction contemplated hereby, and the Buyer shall pay its own expenses incident to preparing for, entering into and carrying out into effect this Agreement and the transaction contemplated hereby. Sellers shall pay any stock transfer taxes with respect to the Stock transferred to the Buyer hereunder, and any transfer and/or documentary stamp taxes in connection with the transactions contemplated hereby.

16. Further Assurances After the Closing Date. At any time and from time to time after the Closing Date, at the Buyer's request and without further consideration, Sellers will execute and deliver all such further documents or perform such acts as the Buyer may reasonably request in order to more fully consummate the transactions contemplated herein and in order to more effectively vest, confirm, protect and defend the title of the Buyer in the Stock and the Company's assets, and to assist the Buyer in exercising its rights and privileges with respect thereto. After the Closing Date, Sellers shall deliver to the Buyer all notices, correspondence and other items relating to the Stock and/or the Company, which are from time to time received by them or is in their possession.

17. Miscellaneous.

A. Publicity. Except for disclosure to customers of the Company, no publicity release or announcement concerning this Agreement or the transactions contemplated hereby shall be issued without advance approval of the form and substance thereof by the Buyer and Sellers, unless required by law and/or as specifically contemplated by this Agreement (i.e., for Buyer's due diligence, financing, regulatory approvals, etc.)

B. Notices. Any notice or other communication required or which may be given hereunder shall be in writing and either delivered personally or mailed, certified, registered or express mail, or by reputable courier service, postage prepaid, and shall be deemed given when so delivered personally or if by certified or registered mail, four days after the date of mailing or if express mailed or sent by courier service, two days after the date of mailing or sending, as follows:

(i) if to Company (pre-Closing) and/or
Sellers, to:

Mr. Standish Bradford
Co-executor of the Estate of Gavin Borden
290 Warren Street
Brookline, MA 02146

Mr. Gail Borden
Co-executor of the Estate of Gavin Borden
3614 Tupelo Road
Alexandria, VA 22304

Mr. Troland S. Link
Co-executor of the Estate of Gavin Borden
Deutsche Bank
31 West 52nd Street
New York, NY 10019

Mrs. Elizabeth B. Borden
c/o Garland Publishing, Inc.
717 5th Avenue, Suite 2500
New York, NY 10022

Mr. William Ludwig
c/o Garland Publishing, Inc.
1000A Sherman Avenue
Hamden, CT 06514

Mr. Roger Samet
254 East 68 Street 29B
New York, NY 10021

Raymond Sokolov
Wall Street Journal
Liberty Street
New York, NY 10281

Stephen Weissman
135 King Henry's Road
London NW3 3RD
ENGLAND

with a required copy to:

Mark Rennie, Esquire
286 5th Avenue, Suite 905
New York, NY 10001

Steven Silverman, Esquire
c/o Corbin Silverman & Sanseverino
805 3rd Avenue - Suite 11th
New York, NY 10022

Peter Katz, Esquire
Hill & Barlow
One International Place
Boston, MA 02110-2607

(ii) if to the Buyer, to:

Taylor and Francis [Publishers], Inc.
1900 Frost Road, Suite 101
Bristol, PA 19007-1598
Attention: Kevin Bradley,
Chief Executive Officer

with a required copy to:

Blank Rome Comisky & McCauley
Four Penn Center Plaza
Philadelphia, PA 19103
Attention: Lewis J. Hoch, Esquire

or to such other address as any party may designate to the others by notice as set forth above.

C. Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

D. Waivers and Amendments. This Agreement may be amended or modified only by a written instrument signed by all the parties. No delay on the part of any party in exercising any right hereunder, or any single or partial exercise of any right hereunder, shall preclude any other or further exercise thereof or the exercise of any other right hereunder.

E. Binding Agreement. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.

F. Governing Law; Consent to Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made, delivered and to be performed entirely therein. THE PARTIES HERETO WAIVE THEIR RIGHTS TO TRIAL BY JURY AND AGREE THAT ANY DISPUTES HEREUNDER SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

G. Assignment. This Agreement may not be assigned by any party, except with the written consent of the other parties hereto, provided that the Buyer may, without the

consent of any of the parties hereto, assign all or some of its rights and obligations to a wholly-owned subsidiary and upon and to the extent of such assignment, the assignee shall have the Buyer's rights hereunder, shall assume the Buyer's obligations hereunder, and shall be the "Buyer" for all purposes hereunder. Nothing in this Agreement is intended to confer upon any person or entity, other than the parties hereto and their legal representative, successors and permitted assigns, any rights under this Agreement.

H. Variations in Pronouns. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

I. Severability. If any provision of this Agreement is construed to be invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

K. Exhibits and Schedules. The Exhibits and Schedules to this Agreement are a part of this Agreement as if set forth in full herein.

L. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

M. Interpretation. No provision of this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST:

TAYLOR & FRANCIS [Publishers], INC.

[Signature]

By:

Kevin J. Bradley
Kevin J. Bradley
Chief Executive Officer

WITNESS:

_____ Elizabeth Borden

WITNESS:

_____ William Ludwig

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

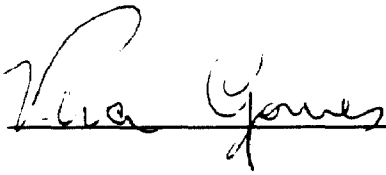
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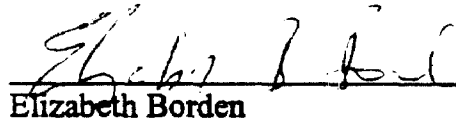
TAYLOR & FRANCIS [Publishers], INC.

By: _____

Kevin J. Bradley
Chief Executive Officer

WITNESS:




Elizabeth Borden

WITNESS:

William Ludwig

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST:

TAYLOR & FRANCIS [Publishers], INC.

By: _____

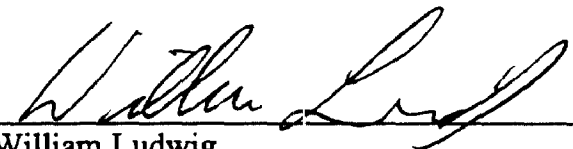
Kevin J. Bradley
Chief Executive Officer

WITNESS:

Elizabeth Borden

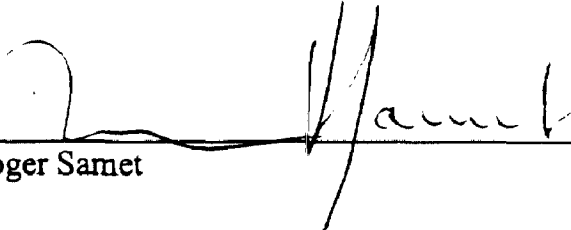
WITNESS:





William Ludwig

WITNESS:



Roger Samet

WITNESS:

Raymond Sokolov

WITNESS:

Stephen Weissman

WITNESS:

Troland S. Link, Co-executor for the Estate of
Gavin Borden and Co-trustee for the GAVIN
BORDEN TRUST dated August 28, 1990 and
not individually

WITNESS:

Roger Samet

WITNESS:

William S. Hatley

Raymond Sokolov

Raymond Sokolov

WITNESS:

Stephen Weissman

WITNESS:

Troland S. Link, Co-executor for the Estate of
Gavin Borden and Co-trustee for the GAVIN
BORDEN TRUST dated August 28, 1990 and
not individually

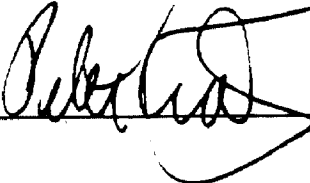
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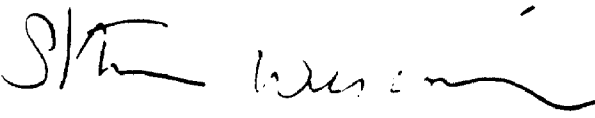
Roger Samet

WITNESS:

Raymond Sokolov

WITNESS:





Stephen Weissman

WITNESS:

Troland S. Link, Co-executor for the Estate of
Gavin Borden and Co-trustee for the GAVIN
BORDEN TRUST dated August 28, 1990 and
not individually

WITNESS:

Roger Samet

WITNESS:

Raymond Sokolov

WITNESS:

Stephen Weissman

WITNESS:

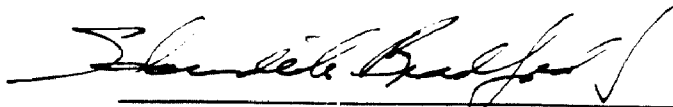


EILEEN T. JEWELL



Troland S. Link, Co-executor for the Estate of
Gavin Borden and Co-trustee for the GAVIN
BORDEN TRUST dated August 28, 1990 and
not individually

WITNESS:



Standish Bradford, Co-executor for the Estate of Gavin Borden and Co-trustee for the GAVIN BORDEN TRUST dated August 28, 1990 and not individually

WITNESS:

Gail Borden, Co-executor for the Estate of Gavin Borden and Co-trustee for the GAVIN BORDEN TRUST dated August 28, 1990 and not individually

ATTEST:

GARLAND PUBLISHING, INC.

By: Elizabeth Borden, President

AGREED TO AND ACCEPTED THIS 25TH DAY OF JULY, 1997

We the Beneficiaries of the GAVIN BORDEN TRUST, hereby acknowledge and agree that, with respect to the obligations of the Estate set forth in this Agreement, including but not limited to, all of the representations and warranties of Sellers set forth in Section 5 hereof. We shall be liable for our proportionate share of such obligations to the extent of any distribution to us from Gail Borden, Standish Bradford and Troland S. Link, in their capacities as the Trustees of the GAVIN BORDEN TRUST.

WITNESS:

Standish Bradford, Co-executor for the Estate of Gavin Borden and Co-trustee for the GAVIN BORDEN TRUST dated August 28, 1990 and not individually

WITNESS:

Nancy Ross



Gail Borden, Co-executor for the Estate of Gavin Borden and Co-trustee for the GAVIN BORDEN TRUST dated August 28, 1990 and not individually

ATTEST:

GARLAND PUBLISHING, INC.

By: _____
Elizabeth Borden, President

AGREED TO AND ACCEPTED THIS
25TH DAY OF JULY, 1997

We the Beneficiaries of the GAVIN BORDEN TRUST, hereby acknowledge and agree that, with respect to the obligations of the Estate set forth in this Agreement, including but not limited to, all of the representations and warranties of Sellers set forth in Section 5 hereof. We shall be liable for our proportionate share of such obligations to the extent of any distribution to us from Gail Borden, Standish Bradford and Troland S. Link, in their capacities as the Trustees of the GAVIN BORDEN TRUST.

WITNESS:

Standish Bradford, Co-executor for the Estate of Gavin Borden and Co-trustee for the GAVIN BORDEN TRUST dated August 28, 1990 and not individually

WITNESS:

Gail Borden, Co-executor for the Estate of Gavin Borden and Co-trustee for the GAVIN BORDEN TRUST dated August 28, 1990 and not individually

ATTEST:

GARLAND PUBLISHING, INC.

Link

By: Elizabeth Borden
Elizabeth Borden, President

AGREED TO AND ACCEPTED THIS
25TH DAY OF JULY, 1997

We the Beneficiaries of the GAVIN BORDEN TRUST, hereby acknowledge and agree that, with respect to the obligations of the Estate set forth in this Agreement, including but not limited to, all of the representations and warranties of Sellers set forth in Section 5 hereof. We shall be liable for our proportionate share of such obligations to the extent of any distribution to us from Gail Borden, Standish Bradford and Troland S. Link, in their capacities as the Trustees of the GAVIN BORDEN TRUST.

WITNESS:

Standish Bradford, Co-executor for the Estate of Gavin Borden and Co-trustee for the GAVIN BORDEN TRUST dated August 28, 1990 and not individually

WITNESS:

Gail Borden, Co-executor for the Estate of Gavin Borden and Co-trustee for the GAVIN BORDEN TRUST dated August 28, 1990 and not individually

ATTEST:

GARLAND PUBLISHING, INC.

[Signature]

By: [Signature]
Elizabeth Borden, President

AGREED TO AND ACCEPTED THIS
25TH DAY OF JULY, 1997

We the Beneficiaries of the GAVIN BORDEN TRUST, hereby acknowledge and agree that, with respect to the obligations of the Estate set forth in this Agreement, including but not limited to, all of the representations and warranties of Sellers set forth in Section 5 hereof. We shall be liable for our proportionate share of such obligations to the extent of any distribution to us from Gail Borden, Standish Bradford and Troland S. Link, in their capacities as the Trustees of the GAVIN BORDEN TRUST.

[Signature] - Gavin Borden
[Signature] - Gail Borden



WITNESS:

Standish Bradford, Co-executor for the Estate of Gavin Borden and Co-trustee for the GAVIN BORDEN TRUST dated August 28, 1990 and not individually

WITNESS:

Gail Borden, Co-executor for the Estate of Gavin Borden and Co-trustee for the GAVIN BORDEN TRUST dated August 28, 1990 and not individually

ATTEST:

GARLAND PUBLISHING, INC.

Mia Jones

By: *Elizabeth Borden*
Elizabeth Borden, President

AGREED TO AND ACCEPTED THIS
25TH DAY OF JULY, 1997

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*Sarah Borden
Warech*

Gail Borden

Schedule 5K1:

1. The Company has a registered trademark in the name "Garland Publishing," (Reg. No. : 973,440), which expires November 20, 2003.
2. Existing and expired copyright registrations: Attached.
3. Copyrights on most of the Company's published books are held by the authors or editors and licensed to Company in the publishing contracts.
4. The Company has also used the trademark "GP."
5. Software licenses for Apple Developers Program Datawatch, Virex, MacLink, Electronic Ink, Apple Computer and Macromedia: Attached. The Company owns and uses many types of off the shelf software packages that are technically purchased under licenses.

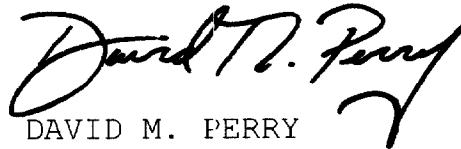
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August 23, 2001
Page 2

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David M. Perry, Esquire
BLANK ROME COMISKY & McCAULEY LLP
One Logan Square
Philadelphia, PA 19103-6998

Thank you for your prompt attention to this matter.

Sincerely yours,

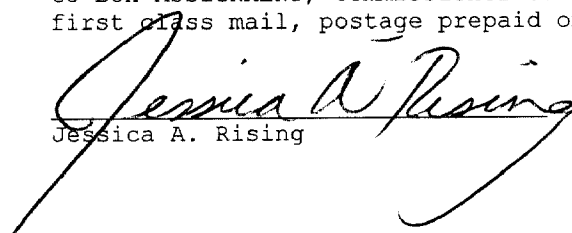

DAVID M. PERRY

DMP:jar
Enclosure

cc: Mr. Kevin J. Bradley
Lewis J. Hoch, Esquire
Timothy D. Pecsénye, Esquire

CERTIFICATE OF MAILING

I hereby certify that this document is being deposited in an envelope addressed to Box ASSIGNMENT, Commissioner of Patents and Trademarks, Washington, D.C. 20231 via first class mail, postage prepaid on August 23, 2001.


Jessica A. Rising

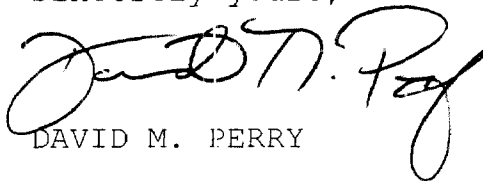
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Jessica A. Rising