


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	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.		
<b>1. Name of conveying party(ies):</b> SAGE PUBLICATIONS, INC.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>Rowmen &amp; Littlefield Publishers Inc</u> Internal Address: _____ Street Address: <u>4720 Boston Way</u> City: <u>Lanham</u> State: <u>MD</u> Zip: <u>20706</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Maryland</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Asset Purchase Agreement</u> Execution Date: <u>08/20/1999</u>	<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2,177,779</u>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Darren W. Collins</u> Internal Address: <u>Patton Boggs LLP</u> <u>Suite 3000</u>  Street Address: <u>2001 Ross Avenue</u>  City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75201</u>	<b>6. Total number of applications and registrations involved:</b> ..... <span style="border: 1px solid black; padding: 2px;">1</span>  <b>7. Total fee (37 CFR 3.41).....\$</b> <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>50-2816</u>	
DO NOT USE THIS SPACE		
<b>9. Signature.</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Darren W. Collins</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>February 18, 2005</u>            Date         </div> </div> <div style="text-align: center; margin-top: 10px;">         Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">9</span> </div>		

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

## **ASSET PURCHASE AGREEMENT**

This Agreement is made this 20 day of August, 1999, by and between Rowman & Littlefield Publishers, Inc. a Maryland corporation with its principal place of business at 4720 Boston Way, Lanham, Maryland 20706 (hereinafter "R&L" or "Buyer") and Sage Publications, Inc., a California corporation, with its principal place of business at 2455 Teller Road, Newbury Park, California 91320 (hereinafter "Sage" or "Seller").

### **RECITALS**

WHEREAS, R&L and Sage have executed a Letter of Intent dated July 15, 1999 with regard to Sage's sale of certain assets to R&L (the "Letter"); and

WHEREAS, the parties desire to enter into a definitive agreement with regard to R&L's acquisition of the Assets (as defined in the Letter).

NOW, THEREFORE, as further consideration for the mutual promises and covenants contained in the Letter, and the sum of \$1.00 paid by Buyer, the receipt and sufficiency of which is hereby acknowledged by Seller, the parties hereto agree as follows:

1. All of the terms and conditions contained in the Letter shall be incorporated herein fully, as if specifically set forth herein and shall be binding upon the parties.

2. Closing shall occur as of the close of business on Friday, August 20, 1999, or as soon as reasonably practical after completion of Buyer's due diligence period as defined in the Letter (the "Closing Date" or "Closing"), and shall take place in such manner as Buyer and Seller shall mutually agree.

(f) Seller is the owner of and has good and marketable (subject to laws and regulations regarding the transfer of title in each jurisdiction where such property is located) title to all tangible personal property included in the Assets free and clear of all claims, liens, and encumbrances of whatever nature. At the Closing, Buyer will obtain good and marketable title to all such tangible personal property free and clear of all claims, liens, and encumbrances of whatever nature. The tangible personal property included in the Assets will be sold to the Buyer at the Closing in its "as is" condition. Each contract with respect to the Assets is in full force and effect without any material default by Seller or to Seller's knowledge by any other party thereto. Seller has not received any notice of any claim that Seller has breached any contract relating to the Assets. Each contract included in the Assets is transferable and assignable to Buyer pursuant to the transactions contemplated by this Agreement.

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

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

SELLER:

SAGE PUBLICATIONS, INC.

WITNESS:

Madeline Hess

By:

Title:

Melody  
President

BUYER:

ROWMAN & LITTLEFIELD PUBLISHERS, INC.

WITNESS:

Judy Michael

By:

Title:

Don Edgous  
President

altamirag4

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FAX NO. 8054994869

P. 02

*Via Fax - (805) 499-4869*

July 15, 1999

Mr. Michael Melody  
President  
Sage Publications Inc.  
2455 Teller Road  
Newbury Park, California 91320

Dear Mike:

We are writing to indicate the intention of Rowman & Littlefield Publishers, Inc. or its designee (hereafter referred to as "Rowman & Littlefield") to purchase from Sage Publications, Inc. (hereinafter referred to as "Seller"), certain designated assets (set forth below) of titles, work in progress, and contracts for books to be delivered in the future of AltaMira, an imprint of Sage Publications Inc., upon the following terms and subject to the following conditions:

- 1) Rowman & Littlefield shall purchase and Seller shall sell certain designated assets of Seller, free and clear of all liens, encumbrances, claims and the like, including:
  - d) All U.S. and foreign copyrights, trademarks, trade names, imprints, goodwill, and all other intellectual and intangible property rights relating to AltaMira Titles and imprints.

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- f) The trade name AltaMira and any logos relating thereto, for the purpose of publishing, reprinting and marketing AltaMira Titles. Seller agrees to deliver to Rowman & Littlefield any and all documents reasonably necessary to accomplish said transfer.

05/14/1999 20:23 2023626517  
07/16/1999 07:37 301-306-0941  
JUL 10 10:12

LYONS  
UNIVERSITY PRESS INC  
FAX NO. 8054994860

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P. 05

Mr. Michael Melody  
July 15, 1999  
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If the above accurately sets forth our complete agreement, would you please sign in the space provided below and on the copy, and return the copy to me for our files.

Sincerely,

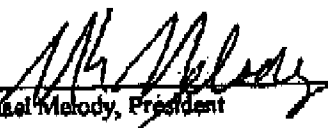
Rowman & Littlefield Publishers, Inc.



By: James E. Lyons  
President

Acknowledged, Accepted & Agreed To:

Sage Publications Inc.

By:   
Michael Melody, President

Date: 15 July 99