

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scissortail Productions, L.L.C.		08/11/2008	LIMITED LIABILITY COMPANY: IOWA
RECEIVING PARTY DATA			
Name:	Farm Journal, Inc.		
Street Address:	1818 Market Street		
Internal Address:	31st Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1491084	IMPLEMENT & TRACTOR	
Registration Number:	1492170	IMPLEMENT & TRACTOR	
CORRESPONDENCE DATA			
Fax Number:	(202)842-8465		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	dctrademarks@dbr.com		
Correspondent Name:	Drinker Biddle & Reath LLP		
Address Line 1:	1500 K. Street, NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	031094.432395		
NAME OF SUBMITTER:	Sheila Stewart		

OP \$65.00 1491084

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**TRADEMARK
 REEL: 004014 FRAME: 0870**

Signature:	/sheila stewart/
Date:	06/30/2009
Total Attachments: 10 source=asset purchase agmnt#page2.tif source=asset purchase agmnt#page3.tif source=asset purchase agmnt#page4.tif source=asset purchase agmnt#page5.tif source=asset purchase agmnt#page6.tif source=asset purchase agmnt#page7.tif source=asset purchase agmnt#page8.tif source=asset purchase agmnt#page9.tif source=asset purchase agmnt#page10.tif source=asset purchase agmnt#page11.tif	

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, including the schedules hereto (collectively, this "Agreement"), is made on this 11th day of August, 2008, by and between SCISSORTAIL PRODUCTIONS, L.L.C., an Iowa limited liability company ("SELLER"), and FARM JOURNAL, INC., a Pennsylvania corporation ("BUYER").

Background

WHEREAS, SELLER owns, operates, and publishes a trade publication relating to the agricultural equipment industry (the "Business") known as *Implement & Tractor* (the "Magazine"), including the Ag Equipment Buyer's Desk Reference and any other special issues or publications marketed under the *Implement & Tractor* brand;

WHEREAS, subject to the terms and conditions of this Agreement, BUYER desires to buy from SELLER the assets associated with the Business and the Magazine, and SELLER desires to sell such assets to BUYER.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained in this Agreement, the parties, intending to be legally bound hereby, agree as follows:

ARTICLE I - TRANSFER OF ASSETS

1.1 Assets to be Transferred by SELLER. SELLER hereby conveys, transfers, assigns, sells and delivers to BUYER as of the date hereof, and BUYER hereby purchases and acquires, all of SELLER's right, title and interest in and to the following assets used in the Business or the publication of the Magazine, wherever located (collectively, the "Transferred Assets"), free and clear of all liens, charges, security interests, claims and encumbrances of any nature whatsoever:

1.1.1 (i) all lists and other compilations of current and prior subscribers for the Magazine (the "Subscribers"), including, without limitation, all files, reports, records and lists (whether in electronic format or otherwise) pertaining to the Subscribers, and the names, addresses (and any demographic information) for all Subscribers, and (ii) all current subscriptions for the Magazine (the "Current Subscriptions"), including, without limitation, all lists, files, reports, documents, and other compilations relating to such Current Subscriptions, the expiration date for all such Current Subscriptions, and the date and the amounts that have been paid for all such Current Subscriptions, and the number of issues that have been delivered to each subscriber pursuant to the Current Subscriptions, including the information set forth on Schedule 1.1.1 attached hereto;

1.1.2 All lists and other compilations of current and prior advertisers for the Magazine (including any prospective advertisers), including, without limitation, marketing and booking plans for the Magazine, payments by such advertisers for advertisements in the Magazine, and their addresses, phone and fax numbers, e-mail addresses and agency information, including the information set forth on Schedule 1.1.2 attached hereto;

1.1.3 All current advertising agreements, contracts, purchase orders, or booking plans for the Magazine (the "Current Advertisers"), including the list of such bookings for advertisements in future issues of the Magazine, the rates for such advertising, and the dates and amount of payments made or to be made by the Current Advertisers, all of which are attached to or set forth on Schedule 1.1.3 attached hereto;

1.1.4 All published copies of the Magazine, from initial issue of the Magazine to the most recent issue of the Magazine, including all files, reports, articles, images and other documents relating to issues of the Magazine, which are in the possession of SELLER;

1.1.5 All past and current, registered and unregistered trademarks, trade names, service marks, copyrights, licenses, royalties rights, logos, internet domain names, and all other proprietary information, used

by SELLER in connection with the Business (the "Intellectual Property"), including without limitation the name "Implement & Tractor" and the other Intellectual Property listed on Schedule 1.1.5;

1.1.6 All files, reports, plans, records and computer software programs pertaining to any internet sites relating to the Business, including without limitation the names and addresses of any service providers relating to the creation and maintenance of such internet sites;

1.1.7 All financial books and records pertaining to the Business, including without limitation operating records, balance sheets, statements of income and statements of cash flows (the "Financial Records");

1.1.8 All accounts receivable that relate to the Magazine, including all subscriptions for the Magazine, advertisements and sponsorships for the Magazine with respect to the September/October 2008 issue of the Magazine and all subsequent issues of the Magazine, and any advertisements or sponsorships for the internet sites described in Section 1.1.5 from and after the date of this Agreement; and

1.1.9 All other intangible property or rights of SELLER associated with the Business, including without limitation goodwill.

1.2 Assets and Liabilities Retained by SELLER. For any period prior to the date of this Agreement, (i) SELLER shall retain all assets not described in Section 1.1 of this Agreement, including, without limitation, all accounts receivable that have been collected or invoiced by SELLER solely with respect to the July/August 2008 issue of the Magazine and all prior issues of the Magazine, and (ii) SELLER shall retain all liabilities relating to its businesses, including all obligations and responsibilities for any claims, debts, defaults, duties or liabilities of the Business or SELLER, whether known or unknown, contingent or fixed, and without limiting the foregoing, Seller shall retain (x) all obligations and liabilities of the Business or SELLER arising prior to the date hereof, including all operating expenses in connection with the Magazine through the date of this Agreement and all commissions owed by SELLER to Steve Karr (or any other person or entity), including all commissions on advertising sales booked for the Magazine as of the date of this Agreement, (y) all Taxes (as defined in Section 4.1.9 hereof) of SELLER, and (z) any liability or obligation related to noncompliance with any applicable bulk sales law or regulation, whether or not such failure to comply results in liability for SELLER or BUYER (collectively, the "Retained Liabilities"). BUYER shall have no obligation under this Agreement, by operation of law or otherwise to assume, pay or discharge any of the Retained Liabilities. SELLER agrees to fully satisfy all Retained Liabilities.

ARTICLE II - PURCHASE PRICE

2.1 Purchase Price. The purchase price to be paid by BUYER to SELLER for the Transferred Assets shall be Two Hundred Eighteen Thousand dollars (\$218,000.00), which includes the consulting agreement and Restrictive Covenant (as defined in Section 5.1) (collectively, the "Purchase Price"). At the execution of and closing under this Agreement, on the date hereof, a check in the amount of \$168,000 shall be paid by BUYER to Seller, as against delivery of the documents provided in Article III hereof. The additional \$50,000 will be paid in quarterly installments of \$12,500 each on the following dates: October 15, 2008; January 15, 2009; April 15, 2009; and July 15, 2009; provided that in the event of the death of the Principal (as defined in Section 5.1) before July 15, 2009, the then remaining balance of the \$50,000 shall be due and payable to the estate of the Principal within sixty (60) days after the death of the Principal.

ARTICLE III - DELIVERIES

3.1 Deliveries by SELLER. On the date hereof, SELLER shall deliver to BUYER the following documents, in form and substance as set forth below or otherwise satisfactory to BUYER:

3.1.1 A copy of all resolutions adopted by the manager or managers of SELLER relating to the transactions contemplated by this Agreement, certified as of the date hereof to be complete and correct by the secretary or assistant secretary of the SELLER;

3.1.2 A Good Standing Certificate for SELLER from the Secretary of State of Iowa; and

3.1.3 The documentation and other records which comprise the Transferred Assets, and such other documents, instruments and certifications, which shall be executed by SELLER, as BUYER may request in order to effectively transfer to BUYER, or to put in BUYER's possession, the Transferred Assets.

3.2 Further Assurances. SELLER from time to time after the date hereof, at BUYER's request, shall execute, acknowledge and deliver to BUYER such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as BUYER may reasonably request in order to vest more effectively in BUYER, or to put BUYER more fully in possession of, any of the Transferred Assets.

ARTICLE IV - REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties. SELLER and Principal represent and warrant to BUYER as follows, with the intent that BUYER shall be entitled to rely upon such representations and warranties without making any further inquiries or verifications:

4.1.1 Corporate Existence. SELLER is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Iowa and has the corporate power and authority to carry on its business as has been and is now being conducted.

4.1.2 Corporate Powers; Authorization; Enforceable Obligations. SELLER has the limited liability company power and authority and legal right to execute, deliver and perform this Agreement, and any other instruments of transfer, assignment and conveyance required to be delivered hereunder and the schedules hereto. The execution, delivery and performance of this Agreement and the transactions contemplated hereunder have been duly authorized by all necessary corporate action, and no further corporate action is required. This Agreement has been duly executed and delivered by SELLER, and this Agreement constitutes the legal, valid and binding obligations of SELLER, enforceable against it in accordance with the terms hereof.

4.1.3 Validity of Agreement. The execution, delivery and performance of this Agreement by SELLER will not contravene or violate (i) any existing law, rule or regulation to which it is subject, or (ii) any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental or regulatory official, body or authority which is applicable to SELLER, nor will such execution, delivery or performance violate, be in conflict with or result in the breach (with or without the giving of notice or lapse of time, or both) of any material term, condition or provision of, or require the consent of any other party to, any material indenture, agreement, contract, commitment, lease, license, permit, authorization, or other instrument, document or understanding, oral or written, to which SELLER is a party or may be bound or affected thereby. No authorization, approval or consent, and no registration or filing with, any governmental or regulatory official, body or authority is required in connection with the execution, delivery and performance of this Agreement by SELLER.

4.1.4 Compliance with Laws. With respect to the Business, SELLER has substantially complied with, and is not in any material respect in violation of, any law, rule, order, ordinance or regulation to which it or the Business, or the operations, assets or properties of the Business are subject and has not failed to obtain or to adhere to the material requirements of any license, permit or authorization necessary to the ownership of its assets and properties or the conduct of the Business.

4.1.5 Financial Records. The Financial Records of the Business delivered by SELLER to BUYER, to the best of SELLER's knowledge, present fairly and in reasonable detail the assets, liabilities and transactions of the Business and have been and are maintained on a consistent basis. The Financial Records, to the best of SELLER's knowledge, in all material respects, (i) are correct and complete in accordance with the books and

records of the Business, and (ii) fairly present the financial condition, assets and liabilities of the Business as of their respective dates and the results of operations for the periods covered thereby.

4.1.6 Title. SELLER has good, valid and marketable title to all of the Transferred Assets, free and clear of all liens, charges, security interests, claims and encumbrances of any nature whatsoever, and SELLER shall convey, transfer and assign to BUYER, on the date hereof, title to such Transferred Assets, free and clear of all liens, charges, security interests, claims and encumbrances of any nature whatsoever.

4.1.7 Subscriptions; Advertisers. All of the Current Subscriptions are valid and existing subscriptions for the Magazine and as of the date hereof have not been canceled or modified by any subscriber. The information regarding the Subscribers as set forth in Section 1.1.1 and delivered by SELLER to BUYER as of the date hereof constitutes all of the information in SELLER's possession with respect to the Subscribers. The information regarding the Current Advertisers as set forth in Section 1.1.3 and delivered by SELLER to BUYER as of the date hereof constitutes all of the information in SELLER's possession with respect to the Current Advertisers.

4.1.8 Litigation. There is no litigation, arbitration, investigation, labor dispute or grievance or other proceeding before any court, arbitrator or governmental or regulatory official, body or authority pending or, to the best of SELLER's knowledge, threatened against SELLER, any of its assets, properties, the Business or the Magazine, or any of its employees with respect to their activities as the employees, or the transactions contemplated by this Agreement, nor does SELLER know or have reasonable grounds to know of any basis for any such litigation, arbitration, investigation, dispute or grievance or proceeding nor is SELLER a party to or subject to the provisions of any judgment, order, writ, injunction, decree, or award of any court, arbitrator or governmental or regulatory official, body or authority.

4.1.9 Taxes. SELLER and Principal have paid, discharged, or made adequate provisions for the payment of all federal, state and local income, franchise, sales, withholding, use, occupation, property, excise or other taxes, assessments, interest, penalties, deficiencies, fees, rents and other governmental charges and impositions (collectively, "Taxes") required, as the case may be, to be paid and currently due in respect to the Transferred Assets, the Business, the Magazine, the operations or employees of SELLER, and SELLER is not in default in payment of any such Tax, and SELLER has duly paid all Taxes and timely filed all tax reports and returns required in connection therewith to be filed by it, and the required returns and reports have been prepared in compliance with applicable law. SELLER has not received or has no reason to believe it will receive notice of any Tax deficiency outstanding, proposed or assessed against assessment or collections of any Tax. There are no Tax liens upon, pending or, to the best knowledge of SELLER, threatened against any of the Transferred Assets, the Business or the Magazine, excluding, however, liens for Taxes not yet delinquent and payable.

4.1.10 Brokers. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by SELLER directly with BUYER and without the intervention of any other person purporting to act on behalf of or retained by such parties and in such manner as not to give rise to any valid claim against any party hereto for a finder's fee, brokerage commission or like payment.

4.1.11 Intellectual Property. Schedule 1.1.5 contains a true and correct list of all prior and current registered and unregistered trademarks, trade names, service marks, copyrights and internet domain names used in, or necessary for the conduct of, the Business. Schedule 1.1.5 also sets forth the owner of each Intellectual Property, and all Intellectual Property is valid and subsisting. None of the Intellectual Property infringes the trademark, trade name, service mark, copyright or other proprietary rights of any person or requires the payment of any royalty, license fee or other charge or fee of any kind to any person, and SELLER has not received any notice of adverse claim by any person with respect thereto.

4.1.12 No Untrue Statements. No statement by SELLER made in this Agreement or the schedules hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements therein contained not misleading.

ARTICLE V - RESTRICTIVE COVENANT

5.1 Consulting Agreement and Restrictive Covenant. As a material inducement to BUYER to enter into this Agreement and the transactions contemplated hereunder, Mary Shepherd, the publisher and editorial director of the Magazine and sole member of SELLER ("Principal"), agrees to (i) serve as a consultant to BUYER on the terms and conditions set forth on Schedule 5.1 attached hereto, which includes the Principal's agreement during the one (1) year period after the date of this Agreement to write a column for each edition of the Magazine, consistent with her prior columns for the Magazine, and assist BUYER with transition issues relating to the Magazine, and (ii) Principal and SELLER, and their affiliates, agree that for a period of five (5) years following the date hereof (the "Restriction Period"), they shall not, as a shareholder, director, officer, employee, consultant or lender, for themselves or on behalf of any other person, partnership, association, corporation or organization, compete with BUYER, or any successor in interest to BUYER (collectively, the "Buyer's Group"), with respect to the publication of any newspaper, journal, magazine, website, or other information distribution medium, relating to the agricultural equipment industry during the Restriction Period in any country where the Magazine has been distributed during the last five (5) years (the "Restrictive Covenant"). The parties acknowledge and agree that the Restrictive Covenant shall not apply to the publication titled "Farmer's Markets Today" and the website "Italianmachinery.com". In the event that the restrictions contained in the Restrictive Covenant are determined by any court of competent jurisdiction to be unenforceable by reason of its extending over too great a period of time or being too extensive in any other respect, it will be interpreted to extend only over the maximum period of time for which it may be enforceable, and to the maximum extent in all other respects as to which it may be enforceable, all as is determined by such court in such action.

5.2 Injunctive Relief. SELLER and Principal acknowledge that a breach of the restrictions contained in the Restrictive Covenant will cause irreparable damage to the Buyer's Group, that the exact amount of such damages will be difficult to ascertain and that the remedies of law for any such breach will be inadequate. Accordingly, if either SELLER or Principal breaches such restrictions, then any member of the Buyer's Group will be entitled to injunctive relief, without posting bond or other security, in addition to any other remedies they may have.

ARTICLE VI - ACTIONS TO BE TAKEN SUBSEQUENT TO CLOSING

6.1 SELLER's Obligations. SELLER agrees to the following obligations subsequent to the date hereof:

6.1.1 SELLER will, in accordance with its normal record retention schedule, for one (1) year after the date hereof, retain, preserve and make available to BUYER during normal business hours for any proper purpose, any of the books and other papers and records relating to the Business not transferred by SELLER to BUYER hereunder and will permit BUYER to make copies and extracts therefrom, at BUYER's expense, to the extent the documents copied relate to the Business. SELLER will provide BUYER with advance notice before destruction of any such books, papers and records.

6.1.2 SELLER will reasonably cooperate with BUYER at the request of BUYER in furnishing information relating to the Business in connection with any audits, actions, proceedings, arrangements or disputes and the preparation by BUYER of tax returns and other required reports regarding the adjustment of Federal, state, county or local taxes for which BUYER may be liable for all periods after the date hereof.

ARTICLE VII - INDEMNIFICATION

7.1 Indemnification by SELLER. SELLER and Principal agree to indemnify, defend and hold harmless BUYER from and against all demands, claims, actions or causes of actions, assessments, losses, damages, liabilities, costs and expenses, including without limitation interest, penalties and attorneys' fees and expenses, resulting from or arising out of:

7.1.1 Any misrepresentation, breach of representation or warranty or nonfulfillment of any agreement or covenant on the part of SELLER or Principal under this Agreement or the schedules hereto;

7.1.2 Any and all liabilities and obligations of any nature whatsoever relating to SELLER, SELLER's Business, the Magazine, Principal, or the Transferred Assets arising prior to the date hereof; and

7.1.3 The Retained Liabilities, and any and all liabilities and obligations of SELLER or Principal arising after the date hereof out of (i) actions taken by SELLER or Principal, (ii) any of the assets of SELLER or Principal not transferred hereunder.

7.2 Indemnification by BUYER. BUYER agrees to indemnify, defend and hold harmless SELLER from and against all demands, claims, actions or causes of actions, assessments, losses, damages, liabilities, costs and expenses, including without limitation interest, penalties and attorneys' fees and expenses, resulting from or arising out of:

7.2.1 Any and all liabilities and obligations of any nature whatsoever relating to BUYER, or the Transferred Assets arising after the date hereof.

7.3 Conditions to Indemnification. The obligations and liabilities of SELLER and Principal under Section 7.1, and of BUYER under Section 7.2, will be subject to the following terms and conditions:

7.3.1 Each party hereto seeking indemnification (the "Indemnified Party") shall give prompt written notice to the other party (the "Indemnifying Party") of each claim for indemnification under this Agreement, specifying the amount and nature of any such claim. The Indemnifying Party shall have the right to undertake the defense of any such claim by representatives chosen by the Indemnifying Party; and

7.3.2 If the Indemnifying Party within fifteen (15) days after notice of any such claim fails to undertake the defense thereof, the Indemnified Party (upon further notice to the Indemnifying Party) shall have the right to undertake the defense, compromise or settlement of any such claim on behalf of and for the account and risk of the Indemnifying Party.

ARTICLE VIII - GENERAL PROVISIONS

8.1 Survival of Representations and Warranties. The representations and warranties of the parties will survive the date hereof, and there shall be no expiration for the survival of the representations and warranties in this Agreement.

8.2 Binding Effect. This Agreement will be binding upon and inure to the benefit of the representatives, heirs, successors and assigns of the parties.

8.3 Fees and Expenses. Except as otherwise stated in this Agreement, each party will bear its own expenses and fees incurred in connection with this Agreement and the transactions contemplated hereby, including without limitation, fees and expenses of accountants and attorneys.

8.4 Counterparts. Any number of counterparts of this Agreement may be signed and delivered and each will be considered an original and together they will constitute one agreement.

8.5 Governing Law. This Agreement will be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without application of principles of conflicts of laws, and the parties consent to the jurisdiction of the state and federal courts located in the Eastern District of Pennsylvania in connection with or with respect to any matter arising under this Agreement.

8.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements and understandings, written or oral, of the parties in connection herewith. No representation, covenant or condition not expressed in this Agreement will affect or be effective to interpret, change or restrict this Agreement. No amendment, modification, termination or attempted waiver of any of the provisions of this Agreement will be binding on the parties unless in writing signed by all of the parties hereto, and no waiver of any provision or for default under this Agreement will affect the right of the parties thereafter to enforce any other provision or to exercise any right or remedy in the event of any other default, whether or not similar.

8.7 Notices. All notices, demands and other communications which are required to be given to or made by either party to the other in connection with this Agreement will be in writing, will be deemed to have been given when posted by certified or registered mail or upon receipt of a courier express, or telecopy (if applicable) to the following addresses: if to SELLER, to Scissortail Productions, L.L.C., 120 W. 4th Street, Cedar Falls, IA 50613, Attention: Mary Shepherd; or if to BUYER, to Farm Journal, 1818 Market Street, 31st Floor, Philadelphia, PA 19103, Attention: Steve Custer, Executive Vice President. If notice is personally delivered, the individual accepting such notice, if requested, will sign a duplicate of the notice to evidence receipt thereof.

8.8 Headings. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope of this Agreement or any provision hereof.

8.9 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions hereof or the application of such provisions to persons or circumstances other than those which is held invalid and this Agreement will be construed and enforced as if such invalid provisions had never be inserted.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

BUYER:

SCISSORTAIL PRODUCTIONS, L.L.C.

FARM JOURNAL, INC.

By: Mary N. Shepherd
Name: Mary Shepherd
Title: OWNER

By: Stephen J. Custer
Name: Stephen J. Custer
Title: Executive Vice President

MARY SHEPHERD, individually, including, without limitation, pursuant to the provisions of Section 5.1 of this Agreement

Mary N. Shepherd
Name: Mary Shepherd

SCHEDULE 5.1

Additional Terms in connection with the Consulting by Principal to Buyer

- (a) Pursuant to Section 5.1 of the Agreement, as a material inducement to BUYER to enter into the Agreement and the transactions contemplated thereunder, Principal agrees to serve as a consultant to BUYER, during the one (1) year period after the date of the Agreement (the "Consulting Period"), to write a column for each edition of the Magazine during the Consulting Period, consistent with Principal's prior columns for the Magazine, assist BUYER with transition issues relating to the Magazine, and such other consulting services as Buyer shall request (collectively, the "Consulting Services"). The obligation by Principal to provide the Consulting Services to BUYER shall terminate upon the death of Principal, or if Principal becomes legally incapacitated, based on an independent evaluation, for more than ninety days.
- (b) The relationship of Principal to BUYER with respect to the Consulting Services is solely that of an independent contractor. As such, Principal shall be solely responsible for all withholdings of federal income tax, state income tax, and social security taxes.
- (c) Principal covenants and agrees that she will at all times keep confidential and will not at any time, directly or indirectly, communicate or disclose or use for her benefit or the benefit of any person or entity, any trade secrets or confidential or proprietary information of BUYER, the Magazine or the Transferred Assets, including, but not limited to, technical know-how, processes, designs, drawings, customer lists, fees, data, reports, records, plans, or other documents, and will also use her best efforts to prevent unauthorized disclosure by any other person or entity. All confidential information, and other information, client lists, data, reports, records, plans, and other materials of any kind relating to BUYER, the Magazine and the Transferred Assets shall be and remain BUYER's property and shall be returned by Principal to BUYER, along with any and all copies thereof, at the end of the Consulting Period.

SCHEDULE 1.1.5

Intellectual Property

(a) SELLER is the legal and beneficial owner of all past and current, registered and unregistered trademarks, trade names, service marks, copyrights, licenses, royalties rights, logos, and any other rights used by SELLER with respect to the Magazine and the Business prior to the date of the Agreement, including, without limitation, the trademark "Implement & Tractor" and "Implement and Tractor", and SELLER hereby conveys, transfers, assigns, sells and delivers to BUYER as of the date hereof all of SELLER's right, title and interest in and to the foregoing, free and clear of all liens, charges, security interests, claims and encumbrances of any nature whatsoever, including, without limitation, there being no interest, ownership, title to or claim to any of the foregoing assets that are being purchased by Buyer by any prior publisher of the Magazine, including, without limitation, Agra USA, Inc.

(b) SELLER agrees to execute and deliver such certificates or other documents as requested by BUYER to ensure that the trademark for "Implement & Tractor" or "Implement and Tractor" (the "trademark") is validly assigned and transferred to BUYER, including, without limitation, such certificates or other documents as are necessary for the assignment of the registration of such trademark with the US Patent & Trademark Office to BUYER, and SELLER shall cause any and all third parties, including Agra USA, Inc., to take such actions and do such things as requested by BUYER to ensure that such trademark is validly assigned and transferred to BUYER. SELLER agrees to cooperate as requested by BUYER to effectuate the assignment and transfer of the trademark to BUYER.

(c) The internet domain name "www.implementandtractor.com" (the "domain name").

(d) SELLER agrees to execute and deliver such domain name transfer documents as requested by BUYER to ensure that such domain name is validly transferred to BUYER, and SELLER shall cause any and all third parties, including registrars of the domain name to, to take such actions and do such things as requested by BUYER to ensure that such domain name is validly transferred to BUYER. SELLER agrees to cooperate as requested by BUYER to effectuate the transfer of the domain name to BUYER. SELLER further agrees that it shall not transfer, and shall not allow any other third party to transfer, the domain name to anyone other than BUYER.

Acknowledged and agreed to:

SCISSORTAIL PRODUCTIONS, L.L.C.

FARM JOURNAL, INC.

By: Mary N. Shepherd
Name: Mary Shepherd
Title: OWNER

By: Stephen L. Custer
Name: Stephen L. Custer
Title: Executive Vice President

MARY SHEPHERD, individually
Mary N. Shepherd
Name: Mary Shepherd