

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Harris Corporation		08/15/2001	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Baseview Products, Inc.
Street Address:	333 Jackson Plaza
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48103
Entity Type:	CORPORATION: MICHIGAN

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2440099	CIRCULATIONPRO
Registration Number:	2420791	DRAGX
Registration Number:	2428043	IQUE SERVER
Registration Number:	2467074	LIVEIQUE
Registration Number:	2403721	NEWSEDITPRO
Registration Number:	2405669	NEWSEDITPRO IQUE
Registration Number:	2463300	QTOOLS
Registration Number:	2399390	PRODUCTIONMANAGERPRO

**CORRESPONDENCE DATA**

Fax Number: (407)841-2343  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 407-841-2330  
 Email: dsigalow@addmg.com  
 Correspondent Name: David L. Sigalow  
 Address Line 1: 255 South Orange Avenue

OP \$215.00 2440099

Address Line 2: Suite 1401  
Address Line 4: Orlando, FLORIDA 32801

ATTORNEY DOCKET NUMBER:	64783
NAME OF SUBMITTER:	David L. Sigalow
Signature:	/David L. Sigalow/
Date:	10/27/2006

**Total Attachments: 16**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is made by and among Harris Corporation, a Delaware corporation with offices located at 1025 West NASA Boulevard, Melbourne, Florida 32919 ("Harris") and Community Software Acquisition Corporation, a Delaware corporation with offices located at 630 Davis Drive, Suite 220, Morrisville, North Carolina 27560 ("CSAC"), Harris Publishing Systems LLC, a Delaware limited liability company with offices located at 505 North John Rodes Boulevard, Melbourne, Florida 32934, ("HPS"), and Baseview Products, Inc., a Michigan corporation with offices located at 333 Jackson Plaza, Ann Arbor, Michigan 48103 ("BPI").

### RECITALS:

WHEREAS, Harris and Cyber Tooth Capital, LLC ("Cyber Tooth") are parties to a certain AMENDED AND RESTATED STOCK PURCHASE AGREEMENT dated January 19, 2001 (the "Original Agreement") pursuant to which Cyber Tooth will purchase from Harris the shares of common stock or equity of HPS and BPI and acquire HPS and BPI as its wholly-owned subsidiaries; and

WHEREAS, the Original Agreement was assigned and amended pursuant to an Assignment and First Amendment of Amended and Restated Stock Purchase Agreement effective June 15, 2001, by and among CSAC, Harris and Cyber Tooth (the "First Amendment") so as, among other things, to assign the rights and obligations of Cyber Tooth to CSAC, thereby making CSAC a party to the Original Agreement and the Purchaser as defined therein; and

WHEREAS, the Original Agreement was further amended pursuant to a Second Amendment to Amended and Restated Stock Purchase Agreement dated August 8, 2001, by and between Harris and CSAC to, among other things, extend the closing deadline (the "Second Amendment" and together with the Original Agreement and First Amendment, the "Stock Purchase Agreement"); and

WHEREAS, in connection with such transaction, CSAC, BPI and HPS wish to respectively acquire the absolute ownership of certain proprietary and intellectual property rights in and associated with the business of HPS and BPI.

NOW, THEREFORE, in consideration of the Stock Purchase Agreement and the mutual covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

#### 1. DEFINITIONS.

1.1 "Assigned Agreements" means (i) the agreements listed and shown on Exhibit A and (ii) any agreements (including, but not limited to, non-disclosure, confidentiality, invention disclosure, employee, independent contractor, consulting, or other similar agreements) which are

hereafter determined by the parties to be agreements that should have been assigned to CSAC under this Agreement.

1.2 "BPI Business" means the business of providing software, as well as maintenance and support, installation and similar services related to such software and additional services, to media companies or entities, including, but not limited to, newspapers, publishing and commercial printing customers, as conducted or contemplated by BPI on the Effective Date.

1.3 "BPI Trademarks" means the Trademarks listed and shown in Exhibit B.

1.4 "Closing Date" has the meaning ascribed thereto in the Stock Purchase Agreement.

1.5 "Copyrights" means all copyrights, copyrightable works, semiconductor topography and mask work rights, including all rights of authorship, use, publication, reproduction, distribution, performance transformation, moral rights and rights of ownership of copyrightable works, semiconductor topography works and mask works, and all rights to register and obtain renewals and extensions of registrations, together with all other interests accruing by reason of international copyright, semiconductor topography and mask work conventions.

1.6 "Derivative" means (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted, (b) for patentable or patented material, any improvement thereon, and (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws.

1.7 "Effective Date" means the effective date of this Agreement, which shall be effective on the Closing Date.

1.8 "Encumbrances" has the meaning ascribed thereto in the Stock Purchase Agreement.

1.9 "HPS Business" means the business of providing software, as well as maintenance and support, installation and similar services related to such software and additional services, to media companies or entities, including, but not limited to, newspapers, publishing and commercial printing customers, as conducted or contemplated by HPS on the Effective Date.

1.10 "EPS Trademarks" means the Trademarks listed and shown in Exhibit C.

1.11 "Intellectual Property Rights" means Copyright rights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), Trademark rights, Patent rights (including, without limitation, the exclusive right to make, use and sell), Trade Secrets, domain names, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights conceived, developed, created, or improved prior to or on the Effective Date and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

1.12 "Knowledge" has the meaning ascribed thereto in the Stock Purchase Agreement.

1.13 "Material Adverse Effect" has the meaning ascribed thereto in the Stock Purchase Agreement.

1.14 "Patents" means (a) all issued patents, reissued or reexamined patents, divisions, continuations, continuations in part, revivals of patents, utility models, certificates of invention, registrations of patents and extensions thereof, regardless of country or formal name (collectively, "Issued Patents"), and (b) all published or unpublished nonprovisional and provisional patent applications, continued prosecution applications, reexamination or reissue applications, invention disclosures, records of invention, and any other applications for protection of inventions, regardless of country or formal name (collectively "Patent Applications").

1.15 "Permitted Encumbrances" has the meaning ascribed thereto in the Stock Purchase Agreement.

1.16 "Subsidiary" or "Subsidiaries" means a person or entity controlling, controlled by or under common control with the party, such control being exercised through the ownership or control, directly or indirectly, of more than fifty percent (50%) of all of the voting power of the shares or other interests entitled to vote for the election of directors or other governing body, as of the date of the Agreement or hereafter during the term of the Agreement.

1.17 "Trademarks" means trademarks, registered trademarks, applications for registration of trademarks, service marks, registered service marks, applications for registration of service marks, trade names, registered trade names and applications for registrations of trade names, logos and trade dress.

1.18 "Trade Secrets" means all technology, ideas, inventions, designs, proprietary information, manufacturing and operating specifications, know-how, formulae, trade secrets, technical data, computer programs, hardware, software and processes.

1.19 Any capitalized term not defined herein but defined in the Stock Purchase Agreement shall have the meaning ascribed thereto in the Stock Purchase Agreement.

2. ASSIGNMENT AND RIGHTS. As of the Effective Date:

2.1 ASSIGNMENT TO CSAC.

(a) Harris, on behalf of itself and, to the extent permitted by law, its Subsidiaries, agrees to transfer, assign and convey, and hereby transfers, assigns and conveys, to CSAC any and all of its right, title and interest worldwide in and to (i) all Intellectual Property Rights (other than the BPI Trademarks and HPS Trademarks) in and to the technology and materials which are owned by or used primarily or solely by BPI or HPS in BPI Business or HPS Business, respectively, and (ii) all Intellectual Property Rights (other than the BPI Trademarks and HPS Trademarks) in and to the technology and materials conceived, created or improved by any former or current employee of HPS or BPI in the course of such employee's employment with HPS or BPI, as applicable, and the rights to recover past damages for the infringement or misappropriation of such Intellectual Property Rights. To the extent that Harris cannot assign such Intellectual Property Rights in and to such technology and materials, Harris agrees to grant, and hereby grants, to CSAC a perpetual, irrevocable, exclusive, transferable, worldwide, royalty-free right and license, with the right to sublicense and authorize the granting of sublicenses, to use, reproduce, modify, distribute, publicly

display, publicly perform, create Derivative works, make, offer for sale, sell, import and have imported under said Intellectual Property Rights and their Derivatives. In the event that Harris cannot assign any of the Intellectual Property Rights in and to such technology and materials, Harris agrees to promptly notify CSAC in writing of the Intellectual Property Rights in and to the technology and materials that (to Harris' Knowledge) cannot be assigned and the reason such Intellectual Property Rights in and to such technology and materials cannot be assigned.

(b) Harris hereby transfers, assigns and conveys to CSAC any and all of its right, title and interest in and to the Assigned Agreements to the extent such transfer, assignment, or conveyance (i) will assign Intellectual Property Rights which primarily relate to BPI Business or HPS Business and/or which are conceived, created, or improved by employees or independent contractors in the course of performance for BPI or HPS, and (ii) will not constitute a breach of, or be contrary to, the terms of such agreement. To the extent that Harris cannot assign such Assigned Agreements and to the extent permitted by such agreement, Harris agrees to assist CSAC in obtaining such modifications, supplements, or amendments as are required in order for HPS and BPI to receive or benefit from the services, licenses, and rights granted under the Assigned Agreements.

**2.2 ASSIGNMENT TO BPI.** Harris, on behalf of itself and, to the extent permitted by law, its Subsidiaries, agrees to transfer, assign and convey, and hereby transfers, assigns and conveys, to BPI the BPI Trademarks, and the associated goodwill of the business and the right to recover for past infringement of the BPI Trademarks, and any trademarks and trademark applications corresponding in whole or in part to the BPI Trademarks in any country in the world, together with all common law rights. To the extent that Harris cannot assign such BPI Trademarks, Harris agrees to grant, and hereby grants, to BPI a perpetual, irrevocable, exclusive, transferable, worldwide, royalty-free right and license, with the right to sublicense and authorize the granting of sublicenses, to use the BPI Trademarks. In the event that Harris cannot assign any of the BPI Trademarks, Harris agrees to promptly notify BPI and CSAC in writing of the BPI Trademarks that cannot be assigned and the reason such BPI Trademarks cannot be assigned.

**2.3 ASSIGNMENT TO HPS.** Harris, on behalf of itself and, to the extent permitted by law, its Subsidiaries, agrees to transfer, assign and convey, and hereby transfers, assigns and conveys, to HPSC the HPSC Trademarks, and the associated goodwill of the business and the right to recover for past infringement of the HPSC Trademarks, and any trademarks and trademark applications corresponding in whole or in part to the HPSC Trademarks in any country in the world, together with all common law rights. To the extent that Harris cannot assign such HPSC Trademarks, Harris agrees to grant, and hereby grants, to HPSC a perpetual, irrevocable, exclusive, transferable, worldwide, royalty-free right and license, with the right to sublicense and authorize the granting of sublicenses, to use the HPSC Trademarks. In the event that Harris cannot assign any of the HPSC Trademarks, Harris agrees to promptly notify HPSC and CSAC in writing of the HPSC Trademarks that cannot be assigned and the reason such HPSC Trademarks cannot be assigned.

**2.4 WAIVER OF RIGHTS.** Harris hereby irrevocably waives any and all rights, title, and interest worldwide in and to the Intellectual Property Rights assigned in Section 2.1(a) and the Assigned Agreements assigned in Section 2.1(b), the BPI Trademarks, and the HPS Trademarks.

**2.5 ASSISTANCE AND COOPERATION.** Harris shall execute such documents, render such assistance, and take such other action as CSAC, HPS, or BPI reasonably requests, at CSAC's, HPS's, or BPI's expense, to apply for, register, perfect, confirm, and protect the Intellectual Property Rights, BPI Trademarks, and HPS Trademarks assigned under this Agreement. Such acts may

include, but are not limited to, execution and delivery of such documents as CSAC, BPI, or HPS may reasonably request, ~~filing all papers required worldwide to record the transfer of assignment of such~~ Intellectual Property Rights, BPI Trademarks, and HPS Trademarks, and cooperation in the registration and enforcement, including litigation, of applicable Patents and Copyrights or other legal proceedings.

**2.6 ATTORNEY IN FACT.** Harris agrees that if it is unable to secure Harris' signature to apply for or to pursue any application for any Trademark or Copyright registrations covering the inventions assigned to CSAC, BPI or HPS under this Agreement because of its unavailability, dissolution, or incapacity, refusal to act, or failure to act in a timely manner, such that Intellectual Property Rights protection may be impaired in and of the transferred technology or materials, then Harris hereby irrevocably designates and appoints CSAC and its duly authorized officers and agents as Harris' agent and attorney in fact, to act for and in Harris' behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of Copyright and Trademark registrations thereon with the same legal force and effect as if executed by Harris. CSAC agrees to provide Harris with written notice, within a reasonable period of time (to the extent possible), prior to taking any action for and in Harris' behalf as set forth in this provision.

**2.7 DOCUMENTS.** Upon the Effective Date of this Agreement or reasonably promptly thereafter, and to the extent it has not previously done so, Harris shall provide to CSAC, BPI, and HPS the originals and/or true copies and other tangible embodiments of all Harris records relating to the Intellectual Property Rights in and to the technology and materials assigned in Section 2.1(a), the BPI Trademarks and the HPS Trademarks, respectively, in the form in which such embodiments are currently held by Harris in the ordinary course of HPS Business or BPI Business as of the Effective Date. Harris shall provide such other information concerning the Intellectual Property Rights, BPI Trademarks, and HPS Trademarks as may be in Harris' possession that CSAC, HPS, or BPI shall reasonably request.

**2.8 EMPLOYEE ASSIGNMENTS.** In the event that Harris or any of its Subsidiaries identifies any former or current employees who have conceived, created, designed or improved any inventions (whether or not patentable), improvements, discoveries, or creations (including computer programs) that should be assigned to CSAC, BPI or HPS under this Agreement, Harris agrees to use commercially reasonable efforts, and will cause all of its Subsidiaries to use commercially reasonable efforts, to execute an enforceable agreement with each of its and their current and former employees sufficient to require the employee to assign to Harris, HPS, or BPI, as applicable, or its designee, all such inventions (whether or not patentable), improvements, discoveries, and creations (including computer programs), and all Copyrights therein and Patents therefor relating to the BPI Business and HPS Business, such that Harris may assign the foregoing to CSAC, HPS, or BPI, as applicable, pursuant to this Agreement.

### 3. REPRESENTATIONS AND WARRANTIES.

**3.1** Harris represents and warrants that to Harris' Knowledge:

(a) Harris owns or possesses adequate and enforceable (subject to the effect of bankruptcy or insolvency laws and other laws affecting creditors rights generally and to principles of equity) licenses or rights (free of Encumbrances other than Permitted Encumbrances) to use all Intellectual Property Rights in and to the technology and materials described herein, BPI Trademarks, and HPS Trademarks currently used by either HPS or BPI, or necessary to permit each

of HPS and BPI to conduct its business as now conducted except where the failure to own, possess or use such would not have a Material Adverse Effect;

(b) with respect to the Intellectual Property Rights owned by Harris in and to the transferred materials and technology, BPI Trademarks, HPS Trademarks, and Assigned Agreements, Harris possesses all right, title and interest, free and clear of any Encumbrance (other than Permitted Encumbrances), license or other restrictions;

(c) Harris has not received written notice of any action, suit, proceeding, hearing, investigation, written claim or written demand which challenges the legality, validity, enforceability, use, or ownership of any material Intellectual Property Rights in and to the transferred materials and technology, BPI Trademarks, and HPS Trademarks and which are currently pending, nor does Harris have knowledge that any such action, suit, proceeding, hearing or investigation is threatened;

(d) with respect to the Assignment Agreements assigned hereunder, Harris or any other party to any license agreement is in breach or default and no event has occurred which with notice or lapse of time would constitute a breach of default or permit termination, modification or acceleration thereunder, except for such breaches, defaults, terminations, modifications, and accelerations as would not, individually or in the aggregate, have a Material Adverse Effect;

(e) no party to any material Assigned Agreements has repudiated any material provision thereof;

(f) with respect to the Intellectual Property Rights, BPI Trademarks, and HPS Trademarks assigned hereunder, no claims are pending or threatened that Harris is infringing or otherwise violating the rights of any person with regard to any such item where an adverse determination would have a Material Adverse Effect; and

(g) Harris is hereby assigning and has assigned, under this Agreement, to CSAC, BPI, or HPS, as applicable, all Intellectual Property Rights in and to the technology and materials owned by Harris, Assigned Agreements, BPI Trademarks, and HPS Trademarks which primarily relate to BPI Business or HPS Business and/or which are conceived, created or improved by former or current employees or independent contractors in the course of performance for BPI or HPS.

**3.2 FURTHER ASSURANCE.** Harris agrees that in the event that Harris, CSAC, BPI, or HPS identifies after the Closing Date any Intellectual Property Rights in and to the transferred materials and technology, BPI Trademarks, HPS Trademarks or Assigned Agreements that should have been assigned under this Agreement had the parties identified earlier such Intellectual Property Rights, BPI Trademarks, HPS Trademarks, or Assigned Agreements, Harris agrees that it will promptly assign all rights, title, and interest worldwide in and to all such Intellectual Property Rights in and to the technology and materials related thereto, BPI Trademarks, HPS Trademarks, and Assigned Agreements.

**3.3 COVENANT NOT TO SUE.** Harris represents and warrants that with respect to any Intellectual Property Rights that are not assignable by Harris under this Agreement and that are owned or licensable by Harris or any Subsidiary that is a Harris Subsidiary or whose control or ownership is transferred to another entity or individual other than Harris within six (6) months from the Effective Date ("Harris-Related Subsidiaries"), Harris will not, and will not cause the Harris-Related Subsidiaries to, assert against CSAC, HPS, BPI, or any of their Subsidiaries or any successor to a business of CSAC, HPS, BPI, or their Subsidiaries, any claims of infringement based on the use,



reproduction, modification, distribution, public display, public performance, manufacture, importation, or sale of any products or services by CSAC, HPS, BPI, or their Subsidiaries, or any successor to a business of CSAC, HPS, BPI, or their Subsidiaries, or any of their respective distributors, customers, or end users by any Subsidiary, if such claim of infringement relates to or arises out of infringement of Intellectual Property Rights that would otherwise be assigned by this Agreement.

**4. CONFIDENTIALITY OBLIGATION.** The parties agree to comply with the confidentiality obligations set forth in the Stock Purchase Agreement. In addition, the parties agree that the terms and conditions of this Agreement are confidential, and neither party will disclose the terms and conditions of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that CSAC, BPI, and HPS may, without Harris' prior written consent, disclose the terms and conditions of this Agreement in order to file or register any assignments set forth herein or contemplated hereafter with the United States Patent and Trademark Office, the Copyright Office, or any other similar offices in the world.

**5. FURTHER ASSURANCES AND DELIVERY.** Each party hereto agrees to cooperate fully with the other party and to execute and deliver such further instruments, documents and agreements, and to give such further written assurances, as may be reasonably requested by the other party or any other party to better evidence and reflect the transactions described herein and contemplated hereby and to carry into effect the intent and purposes of this Agreement.

**5.1 INDEMNIFICATION.** The parties agree that they will comply with the indemnity obligations set forth in Section 9 ("Indemnification") of the Stock Purchase Agreement, and that the remedies for breach or material inaccuracy of any representations or warranties, covenants or provisions of this Agreement or the other party's failure to perform its obligations under this Agreement will be set forth in Section 9 of the Stock Purchase Agreement as amended prior to or concurrently with the execution of this Agreement.

## **6. GENERAL PROVISIONS.**

**6.1 ASSIGNMENT.** Harris shall not assign or delegate this Agreement or its rights, duties, or obligations hereunder, directly or indirectly, by operation of law or otherwise, without the prior written approval of CSAC. CSAC, HPS, and BPI may assign this Agreement upon notice to Harris. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**6.2 COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

**6.3 AMENDMENTS.** This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of each of the parties.

**6.4 NOTICES.** All notices permitted or required under this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally, (ii) by overnight courier upon written verification of receipt,

(iii) by telecopy or facsimile transmission when confirmed by telecopier or facsimile transmission, or (iv) by certified or registered mail, return receipt requested, five (5) days after deposit in the mail. All notices must be sent to the addresses first described above or to such other address that the receiving party may have provided for the purpose of notice in accordance with this Section 6.4 ("Notices").

**6.5 CHOICE OF LAW.** This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Florida as applied to agreements entered into and to be performed entirely within Florida between Florida residents.

**6.6 CHOICE OF FORUM.** The parties hereby submit to the nonexclusive jurisdiction of, and waive any venue objections against, the United States District Court for the Middle District of Florida and the state courts of the State of Florida, Brevard County, in any litigation arising out of the Agreement.

**6.7 WAIVER.** No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other different or subsequent breach by either party.

**6.8 SEVERABILITY.** In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole.

**6.9 ENTIRE AGREEMENT.** This Agreement is entered into in connection with the Stock Purchase Agreement; provided, however, that this Agreement shall prevail over the Stock Purchase Agreement with respect to the subject matter hereof. Subject to the foregoing, this Agreement, including all Exhibits to this Agreement, collectively constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Agreement

Harris Corporation

Community Software Acquisition Corp.:

\_\_\_\_\_

\_\_\_\_\_

By: *D.S. Wasserman*  
D.S. Wasserman

By: \_\_\_\_\_

Title: Vice President-Treasurer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Baseview Products, Inc.:

Harris Publishing Systems Corp.:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have affixed their signatures to this Agreement.

Harris Corp.:

Community Software Acquisition Corp.:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: Steve Vetter

Title: \_\_\_\_\_

Title: CEO

Date: \_\_\_\_\_

Date: 8/15/01

Baseview Products, Inc.:

Harris Publishing Systems Corp.:

\_\_\_\_\_

\_\_\_\_\_

By: Steve Vetter

By: Steve Vetter

Title: CEO

Title: CEO

Date: 8/15/01

Date: 8/15/01

**EXHIBIT B**

**BPI Trademarks**

MARK	STATUS	REGISTRATION DATE	EXPIRES	REG. NO.	CLASS	DESCRIPTION
CIRCULATIONPRO	Registered	7/01/99	4/3/01	2440099	75/742,032	IC 009. US 021, 023, 026, 036, 038. G&S: publication management software for handling subscriptions for and distribution of newspapers and magazines
DragX	Registered	7/1/99	1/16/01	2420791	75/742,022	IC 009. US 021, 023, 026, 036, 038. G&S: computer software for use in pagination applications in the field of publications
IQne Server	Registered	7/1/99	2/13/01	2428043	75/742,055	IC 009. US 021, 023, 026, 036, 038. G&S: editorial database management software
JAZSHAK	Pending	10/18/00			76/149,201	IC 042. US 100, 101. G&S: computer services namely, providing functional access via a global computer network to computer software useful for web site hosting and administration  IC 009. US 021, 023, 026, 036, 038. G&S: computer software for managing a database of news stories or other editorial content and for serving such content over a global computer network
LiveIQne	Registered	7/13/99	7/10/01	2467074	75/749,359	IC 009. US 021, 023, 026, 036, 038. G&S: computer software for managing a database of news stories or other editorial content and for serving such content over a global computer network
NewsEdit	Pending	7/1/99			75/742,057	IC 009. US 021, 023, 026, 036, 038. G&S: editorial software for use in word processing to automate the publishing tasks of formatting and aligning text, searching and importing text and images, proofing, copying and setting up layout designs in the field of printed media publishing

Gray Cary/ALN4062539.12  
2103131-900000  
DRAFT  
08/11/01

Trademark Name	Registration Status	Registration Date	Effective Date	Serial Number	Class Number	Description
NewsEditPro	Registered	7/1/99	11/14/00	2403721	75/742,056	IC 009. US 021, 023, 026, 036, 038. G&S: computer editorial software for use in word processing that organizes publishing tasks by allowing the importing of text, images and photos, and the exporting of files, for use in the newspaper publishing industry
NewsEditPro Ique	Registered	7/1/99	11/21/00	2405669	75/742,023	IC 009. US 021, 023, 026, 036, 038. G&S: computer editorial software for use in word processing and for use in database management that automates and organizes publishing tasks by allowing the searching for, and importing of, text, images and photos, and the exporting of files, for use in the newspaper publishing industry
QTOOLS	Registered	7/1/99	6/26/01	2463300	75/742,060	IC 009. US 021, 023, 026, 036, 038. G&S: computer software for use in pagination and layout applications in the field of publication composition
TRANSPORTER	Pending	7/1/99			75/742,033	IC 009. US 021, 023, 026, 036, 038. G&S: computer software for use in automating repetitive tasks related to copy flow, namely importing stories from outside sources, translating stories to correct format, properly marking placed stories, and exporting copy for archiving, in the process of producing newspapers for use by the newspaper publishing industry
WireManager	Pending	7/1/99			75/742,054	IC 009. US 021, 023, 026, 036, 038. G&S: automated computer software for on-line identification and database routing of English and foreign language information for use in connection with media publications

Gray Cary/ALM4062539.12  
2103131-900000  
DRAFT  
08/11/01

CLASS	MARK	STATUS	REGISTRATION DATE	EXPIRES DATE	REGISTRATION NO.	CLASSIFICATION	DESCRIPTION
AD	MANAGER PRO	Registered	8/5/96	9/22/98	2191287	75/144,594	IC 009. US 021, 023, 026, 036, 038. G&S: software for newspaper to process, display and classify ads
PRODUCTION	MANAGERPRO	Registered	4/22/99	10/31/00	2399390	75/688,761	IC 009. US 021, 023, 026, 036, 038. G&S: computer software for use in tracking the production of advertisements from inception and scheduling through pagination, for use in the newspaper publishing industry
PAGE	WATCH IQUE	Registered	8/5/96	6/30/98	2170162	75/144,593	IC 009. US 021, 023, 026, 036, 038. G&S: computer software for newspaper to provide status of editorial pages for newspaper publishers
WIRE	MANAGER IQUE	Pending	7/1/99			75/742,073	IC 009. US 021, 023, 026, 036, 038. G&S: automated computer software for on-line identification and database routing of English and foreign language information for use in connection with media publications

**UNREGISTERED TRADEMARKS**

1. PAGERWATCH
2. ADGRABBER
3. CLASSFLOW
4. CLASSMANAGERPRO
5. SUBSCRIPTION HANDLER
6. DISTRIBUTION HANDLER
7. PREPRINT HANDLER
8. ARCHIVEIQUE

**ABANDONED TRADEMARKS**

GalleyFlow

**EXHIBIT C**

**HPS Trademarks**

Trademark	Status	Registration No.	Class	Goods/Services
DATAJAZ	Pending	10/18/00		76/149,074 IC 009. US 021, 023, 026, 036, 038. G&S: computer software for capturing, managing, transforming and archiving digital assets for use in publishing content in print or electronically over a global computer network
EPROOF	Pending	10/18/00		76/149,073 IC 009. US 021, 023, 026, 036, 038. G&S: computer software for locating, sorting and displaying files on global computer network
INTELLISELL	Pending	10/18/00		76/149,202 IC 009. US 021, 023, 026, 036, 038. G&S: computer software for use in connection with the composition of newspaper classified advertisements
JAZBOX	Published	5/31/00		76/060,695 IC 009. US 021, 023, 026, 036, 038. G&S: computer software, namely publishing software for print publications and electronic publications
JAZSTOR	Pending	10/18/00		76/149,045 IC 009. US 021, 023, 026, 036, 038. G&S: computer software for capturing, managing, transforming and archiving digital assets for use in publishing content in print or electronically over a global computer network
NEWSIAZ	Pending	10/18/00		76/149,200 IC 009. US 021, 023, 026, 036, 038. G&S: computer software for content, creation, capture, design and layout for use by the newspaper publishing industry
NEWSMAKER	Pending	11/5/98		75/583,205 IC 009. US 021, 023, 026, 036, 038. G&S: computer software for use in gathering news and for use in editing and paginating news articles for use by the newspaper publishing industry



Trademark Name	Status	Registration Date	Class	Serial Number	International Class	Description
SENTRY	Pending	10/18/00			76/149,043	IC 009. US 021, 023, 026, 036, 038. G&S: computer software for use in connection with the remote monitoring of a publishing database through a global computer network
WEBJAZ	Pending	10/18/00			76/149,044	IC 009. US 021, 023, 026, 036, 038. G&S: computer software for developing and managing content for publication on a local or global computer network
AdPower	Published	11/24/97			75/395,310	IC 009. US 021, 023, 026, 036, 038. G&S: computer software for use to integrate all aspects of a newspaper's advertising, namely, display and makeup, classified ad taking, preparing billing information, providing access to advertisements on a global computer communications network, providing databases of advertisements, and maintaining demographic information on advertisements placed, for use by newspaper editors
CASH	Registered	3/13/90	12/18/90	1628147	74/038,079	IC 009. US 038. G&S: computer software for use in composing advertising
NEWSMAKER CORRESPONDENT	Pending	11/3/98			75/581,947	IC 009. US 021, 023, 026, 036, 038. G&S: prepress computer software application that enables authorized users to use a telephone to dial-in and access files, namely, news article files, historical files, editing and paginating files from a proprietary database containing such files for use by the newspaper publishing industry

**UNREGISTERED TRADEMARKS**

- |                  |                          |
|------------------|--------------------------|
| 1. PAGETRAK      | 6. XP-21                 |
| 2. DASH          | 7. ADORDER               |
| 3. CONNECTIT     | 8. NEWSMAKER TRANSPORTER |
| 4. Image Courier | 9. NEWSFIT               |
| 5. Xlink         | 10. WEB TRANSPORTER      |

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- 11. AGATE EXPERT
  - 12. ADWEBSTER
  - 13. DATAVUE
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Intellectual Property Assignment - Exhibit C

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