

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hagstrom Map Company, Inc.		09/07/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Universal Map Group, LLC		
Street Address:	P.O. Box 736		
City:	Fort Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1880595	HAGSTROM	
Registration Number:	1880594	HAGSTROM	
CORRESPONDENCE DATA			
Fax Number:	2155405818		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215 540 9200		
Email:	docketing@howsoniplaw.com		
Correspondent Name:	George A. Smith, Jr.,Howson & Howson LLP		
Address Line 1:	350 Sentry Parkway		
Address Line 2:	Building 620, Suite 210		
Address Line 4:	Blue Bell, PENNSYLVANIA 19422		
ATTORNEY DOCKET NUMBER:	KAPPA-HAGSTROM		
NAME OF SUBMITTER:	Bea Houwen		
SIGNATURE:	/Bea Houwen/		
DATE SIGNED:	03/11/2014		
Total Attachments: 11			
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EXECUTION COPY

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made and entered into as of the 7 day of September, 2010 (the "Effective Date"), by and between American Map Corporation, a Delaware corporation, Hagstrom Map Company, a Delaware corporation, Alexandria Drafting Company, a Virginia corporation and Hammond World Atlas Corporation, a Delaware corporation (collectively, the "Assignors") and Universal Map Group, LLC, a Pennsylvania limited liability company, with an address at P.O. Box 736, Fort Washington, PA 19034 ("Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement dated August 17, 2010 (the "APA"), the Assignee acquired certain Intellectual Property, as defined in the APA, associated with Assignors' Business, as defined in the APA; and

WHEREAS, Assignors wish hereby to further memorialize the sale of certain Intellectual Property to Assignee by noting herein the specific assignment, transfer and conveyance to Assignee all of Assignors' right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignors and Assignee hereby acknowledge:

1. Assignors assign, transfer and convey to Assignee all of their right, title and interest in and to the Intellectual Property, such Intellectual Property to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Intellectual Property may be granted, as fully and entirely as the same would have been enjoyed by the Assignors, had the assignment contained herein not been made.
2. In its own name and at its own expense, Assignee may register and enforce its rights in the Intellectual Property, and Assignors covenant and agree that they shall, at the reasonable request of Assignee or its counsel and at Assignee's expense, execute, acknowledge and deliver all such further acts, execute all papers, furnish such documents, materials, information and/or assistance, and do all other lawful acts reasonably necessary to perfect the assignment of the Intellectual Property to Assignee, as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Intellectual Property and associated rights set forth above; provided, however, this Assignment shall be effective regardless of whether any such additional deeds are undertaken or documents are executed.
3. This Assignment shall be binding upon Assignors, Assignors' successors and assigns, and upon all others acting by, through, with or under Assignors' direction or control, and all those in privity therewith.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment and caused the same to be duly delivered on their behalves on the day and year first set forth above.

Assignors:

American Map Corporation

By: Langenscheidt
Name: _____
Title: _____

Hagstrom Map Company, Inc.

By: Langenscheidt
Name: _____
Title: _____

Alexandria Drafting Company

By: Langenscheidt
Name: _____
Title: _____

Hammond World Atlas Corporation

By: Langenscheidt
Name: _____
Title: _____

Assignee:

Universal Map Group, LLC

By: _____
Name: _____
Title: _____

[Signature page to Intellectual Property Assignment]

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment and caused the same to be duly delivered on their behalves on the day and year first set forth above.

Assignors:

American Map Corporation

By: _____
Name: _____
Title: _____

Hagstrom Map Company, Inc.

By: _____
Name: _____
Title: _____

Alexandria Drafting Company


By: _____
Name: _____
Title: _____

Hammond World Atlas Corporation

By: _____
Name: _____
Title: _____

Assignee:

Universal Map Group, LLC

By: 
Name: Thomas E. Bradwin
Title: SE, VP & CFO

[Signature page to Intellectual Property Assignment]

EXECUTION COPY

ASSET PURCHASE AGREEMENT

by and among

AMERICAN MAP CORPORATION,

HAGSTROM MAP COMPANY, INC.,

ALEXANDRIA DRAFTING COMPANY,

HAMMOND WORLD ATLAS CORPORATION,

LANGENSCHIEDT PUBLISHERS, INC.,

and

UNIVERSAL MAP GROUP, LLC

Dated as of August 17, 2010

PHTRANS/917025.1

ML

TRADEMARK
REEL: 005234 FRAME: 0653

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of August 17, 2010, by and among UNIVERSAL MAP GROUP, LLC, a Pennsylvania limited liability company, or one of its affiliates ("Buyer"), on the one hand, and AMERICAN MAP CORPORATION, a Delaware corporation, HAGSTROM MAP COMPANY, INC., a Delaware corporation, ALEXANDRIA DRAFTING COMPANY, a Virginia corporation, HAMMOND WORLD ATLAS CORPORATION, a Delaware corporation (each, a "Seller", and collectively, "Sellers") and LANGENSCHIEDT PUBLISHERS, INC., a Delaware corporation ("LPI"), on the other hand.

Background

WHEREAS, Sellers are engaged in the business of creating, manufacturing, publishing, distributing and selling street atlases, wall maps, folded maps, road atlases, globes, and other similar map products via its distribution network and retail stores as well as E-Commerce including the internet (the "Business");

WHEREAS, Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers, certain of the intellectual property assets of the Sellers used in the Business, and certain other assets related thereto, all upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual representations and promises hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I PURCHASE AND SALE

PURCHASE AND SALE OF ASSETS OF THE BUSINESS

1.1 Purchased Assets. Subject to the terms and conditions of this Agreement, at the Closing (as defined in Section 3.1) Sellers shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Sellers, all of Sellers' right, title, and interest in and to the following assets used primarily in the Business (the "Purchased Assets"), in each case free and clear of all liabilities, obligations, restrictions, claims and other Encumbrances, whether absolute, accrued, contingent or otherwise for the purchase price set forth in Section 2.1:

(a) all of the trademarks, service marks, fictitious business names and trade names that are listed on Schedule 1.1(a) (the "Trade Names"), including all associated trade dress, logos, all translations, adaptations, derivations and combinations thereof, all applications, registrations and renewals in connection therewith and all goodwill associated therewith;

(b) all patents, patent applications, copyrights, inventions, discoveries, formulas, licenses, map bases (including, without limitation, cartography files, map bases stored in a film/negative format and a digital format), map grid systems, technology, trade secrets and other proprietary rights (in whatever format or medium in which they might exist) that are listed

on Schedule 1.1(b) and all copyrights and other rights related thereto, and all goodwill associated therewith (collectively, and with the Trade Names, the "Intellectual Property");

(c) all books and records of any media whatsoever (including all computerized records and other computerized storage media relating to any of the Intellectual Property;

(d) the telephone numbers, websites and other assets identified on Schedule 1.1(d);

(e) all express or implied warranties from the suppliers and vendors of Sellers with respect to any of the Purchased Assets, in each case to the extent such transfer is permitted by Law;

(f) all claims and rights (and benefits arising therefrom) relating to the Purchased Assets with or against all Persons (as defined in Section 4.3) whomsoever, to the extent they are legally transferrable by Sellers; and

(g) all goodwill associated with the Purchased Assets.

1.2 Excluded Assets. Notwithstanding any provisions of this Agreement to the contrary, Sellers are only selling, and Buyer is only purchasing, the Purchased Assets identified in Section 1.1. For the sake of clarity, all assets not expressly included in the definition of Purchased Assets (the "Excluded Assets") are excluded from the Purchased Assets.

1.3 Excluded Liabilities. Notwithstanding any provision of this Agreement or any other writing to the contrary, Buyer is not assuming, nor is Buyer in any way liable or responsible for, any liability, expense, commitment, debt or obligation of Sellers, any Predecessor thereof or any of their affiliates of whatever nature, whether presently in existence or arising hereafter, known or unknown, contingent or otherwise, whether or not related to the Business or the Purchased Assets. As used in this Agreement, the term "Predecessor" shall mean any Person, other than Buyer and its affiliates, whose liabilities have been or may have been retained, imposed, assumed or assessed on Sellers either contractually or by operation of Law. All such liabilities, expenses, commitments, debts and obligations (the "Excluded Liabilities") shall be retained by and remain liabilities and obligations of Sellers or such affiliates, as the case may be. The Excluded Liabilities include, without limitation, any liability, obligation, expense, claim, restriction or damage arising from or relating, directly or indirectly, to any of the following:

(a) the Excluded Assets;

(b) the Purchased Assets or any other assets relating to periods on or before the Closing Date;

(c) Taxes (as defined in Section 6.3) or any audits related thereto arising from or relating to Sellers, the Purchased Assets or any other assets or the operation of the Business, including, without limitation, Taxes (whether or not reserved against or contested) for taxable periods up to and including the Closing Date;

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the day and year first above written.

BUYER:

UNIVERSAL MAP GROUP, LLC

By: [Signature]
Name:
Title:

SELLERS:

AMERICAN MAP CORPORATION

By: [Signature]
Name:
Title:

HAGSTROM MAP COMPANY, INC. *

By: [Signature]
Name:
Title:

ALEXANDRIA DRAFTING COMPANY

By: [Signature]
Name:
Title:

HAMMOND WORLD ATLAS CORPORATION

By: [Signature]
Name:
Title:

[Signature page to Asset Purchase Agreement]

PHTRANS/917025.1

[Handwritten initials]

Purchased Trade Names

- See the attached schedule of purchased Trade Names.

Schedule 1.1(a)

Mark	Mark Owner	Country	Reg./App./No.	Goods/Services	Status/Upcoming Deadlines
AMERICAN MAP	American Map Corporation	United States	Reg. No. 1,883,548 on 03/14/1995	Class 16: Maps and atlases	Renewal Due 03/14/2015
AMERICAN MAP & Design	American Map Corporation	United States	Reg. No. 1,888,437 on 04/11/1995	Class 16: Maps and atlases	Renewal Due 04/11/2015
CITY SLICKER	American Map Corporation	United States	Reg. No. 1,891,715 on 04/25/1995	Class 16: Maps	Renewal Due 04/25/2015
FLIPVIEW	Hammond World Atlas Corporation	United States	Reg. No. 2,834,620 on 04/20/2004	Class 16: Maps	Section 8 & 15 Due 04/20/2010 Renewal Due 04/20/2010
Globe and Arrow Design	American Map Corporation	United States	Reg. No. 435,388 on 12/23/1947	Class 16: Maps and atlases	Renewal Due 12/23/2017
HAGSTROM	Hagstrom Map Company, Inc.	United States	Reg. No. 1,880,595 on 02/28/1995	Class 16: Maps and atlases	Renewal Due 02/28/2015

Schedule 1.1(a)

Mark	Mark Owner	Country	Reg./App. No.	Goods/Services	Status/Upcoming Deadlines
HAGSTROM (Stylized)	Hagstrom Map Company, Inc.	United States	Reg. No. 1,880,594 on 02/28/1995	Class 16: Maps and atlases	Renewal Due 02/28/2015
PINSTRIFE	American Map Corporation	United States	Reg. No. 1,695,330 on 06/16/1992	Class 16: Maps and atlases	Renewal Due 06/16/2012
STATE SLICKER	Hagstrom Map Company, Inc.	United States	Reg. No. 2,314,766 on 02/01/2000	Class 16: Maps	Renewal Due 02/01/2010
STREETMATE	Hagstrom Map Company, Inc.	United States	Reg. No. 1,632,323 on 01/22/1991	Class 16: Maps	Renewal Due 01/22/2011
TRAVEL VISION (Stylized)	American Map Corporation	United States	Reg. No. 1,285,239 on 07/10/1984	Class 16: Maps, magazines, atlases, travel booklets and brochures	Renewal Due 07/10/2014
TRAVEL VISION (Stylized)	American Map Corporation	United States	Reg. No. 886,365 on 02/17/1970	Class 16: Travel guides	Renewal Due 02/17/2010

Schedule 1.1(a)

Mark	Mark Owner	Country	Reg. App. No.	Goods/Services	Status/Upcoming Deadlines
A COMPASS POINT, THE REPRESENTATION OF A GLOBE & Design	American Map Corporation	Canada	Reg No. UCA028730 on 11/19/1947	Goods: Maps and atlases	Renewal Due 11/19/2022
ADC	American Map Corporation	United States			Proposed U.S. Filing
ARROW	American Map Corporation	United States			Proposed U.S. Filing
CREATIVE SALES	American Map Corporation	United States		Class 16: Map and Atlases	Proposed U.S. Filing
THE MAP PEOPLE	American Map Corporation	United States		Class 16: Maps and atlases.	Proposed U.S. Filing
TRAKKER	American Map Corporation	United States		Class 16: Map and atlases	Proposed U.S. Filing