

01-30-2003

REC

LET



102352248

To the honorable Commissioner of Pat

and the attached original documents or copy thereof:

1. Name of conveying party(ies):

Eastern Bank Corporation

- Individual (s)
- Association(s)
- General Partnership
- Corporation - State: \_\_\_\_\_
- Other: savings bank - Massachusetts

01/27/03

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

2. Name and address of receiving party(ies):

Name: Jarlin Media, LLC

Internal Address: Attn: Barry Harrigan

Street Address: 462 Boston Street

City: Topsfield State: MA Zip: 01983

- Individual (s)
- Association(s)
- General Partnership
- Corporation - State: \_\_\_\_\_
- Other: limited liability company - Delaware

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

OFFICE OF RECORDS  
2003 JUN 27 AM 9:33  
FINAL FILE SECTION

3. Nature of conveyance:

- Assignment
  - Merger
  - Security Agreement
  - Change of Name
  - Other: secured party sale under Asset Purchase Agreement
- Execution Date: June 12, 2002

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

A. Trademark Application No.(s)

75657775  
75920063  
75920062  
75900218

B. Trademark Registration No.(s)

1993302      2246756  
1651457      2157971  
2038726      1793618  
2161112      2088803

Additional number(s) attached  Yes  No

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

Name: Deanna M. Silva, Esq.

Internal Address: Burns & Levinson LLP

Street Address: 125 Summer Street

City: Boston State: MA Zip: 02110

6. Total number of application and registrations involved: .....

.....12

7. Total fee (37 CFR 3.421): ..... \$315.00

- Enclosed
- Authorized to be charges to a deposit account

8. Deposit Account Number:

502383

(Attached duplicate copy of this page if using deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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

Deanna M. Silva  
Name

Deanna M. Silva  
Signature

1/27/03  
Date

Total number of pages including cover sheet 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C., 20231

01/29/2003 6T0N11 00000094 502383 75657775

01 FC:8521 40.00 CH  
02 FC:8522 275.00 CH

00700320

TRADEMARK  
REEL: 002661 FRAME: 0441

## ASSET PURCHASE AGREEMENT

Agreement between Eastern Bank (the "Bank") and Jarlin Media, LLC, a Delaware limited liability company of which Barry Harrigan is a manager, owner and a principal employee ("Jarlin LLC") dated as of June 1, 2002.

WHEREAS, the Bank and Publish Media LLC, a Massachusetts limited liability company ("Publish Media") were parties to documents dated December 22, 2000, including a Line of Credit and Security Agreement (Revolving) pursuant to which the Bank established for the benefit of Publish Media a \$475,000 revolving line of credit (the "Loan Documents");

WHEREAS, Publish Media has defaulted under the Loan Documents and the Bank has accelerated payment in full of the indebtedness of Publish Media to the Bank;

WHEREAS, pursuant to the Loan Documents, the Bank has taken possession of and title to all of the equipment, intangible assets and other assets of Publish Media, including but not limited to certain Proprietary Assets (as defined below);

WHEREAS, pursuant to its rights under the Loan Documents and under Article 9 of Massachusetts General Laws Chapter 106, the Bank desires to sell to Jarlin LLC pursuant to a private secured party sale, and HLC desires to purchase from the Bank, the Proprietary Assets, and only the Proprietary Assets, on the terms and conditions set forth below; and

FOR \$10,000 AND GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase and Sale.

Upon the terms and subject to the conditions set forth in this Agreement, the Bank agrees to sell and transfer to the Buyer effective this date, free and clear of all liens and encumbrances created by the Bank or in favor of the Bank, and the Buyer will purchase from the Bank, for the Purchase Price hereinafter set forth, all right, title and interest of the Bank in and to those certain database lists (and derivations thereof), trademarks and URLs listed on Schedule A hereto (the "Proprietary Assets") in "as is" condition without warranty of any type other than as specifically set forth in this Agreement, together with the rights of the Bank to all documents and records of Publish Media relating to the Proprietary Assets. Bank represents and warrants that it has all necessary corporate authority to sell the Proprietary Assets to Jarlin LLC and that such sale does not violate any agreement relating to the Proprietary Assets to which the Bank is party. Jarlin LLC represents and warrants that it has all necessary limited liability company authority to enter into this Agreement, but makes no representations or warranties concerning proceeds to be obtained for the benefit of the Bank from the Proprietary Assets.

2. PURCHASE PRICE.

2.1 Amount of Purchase Price The purchase price for the Proprietary Assets shall be the sum of (a) \$10,000 (receipt of which is acknowledged by the Bank) together with (b) 66.67% of

Net Cash Flows up to the Maximum Amount (together, "Purchase Price"). As used herein, the term "Net Cash Flows" shall mean all amounts received by Jarlin LLC from the sale, rental, subcontract or other marketing or disposition of any of the Proprietary Assets or derivations thereof net after any costs for sales commissions, brokerage fees, list marketing and management charges paid to third parties, list processing charges paid to third parties and the like to the extent not deducted by the third party from remittances to Jarlin LLC, web site development and hosting and legal expenses ("Deductible Legal Expenses") of Jarlin LLC or Barry Harrigan or employees of Jarlin LLC or of entities affiliated with Barry Harrigan (a) related to the acquisition or prior ownership of the assets of Publish Media acquired hereunder (but not including any costs associated with the negotiation and execution of this agreement) or (b) which contest Jarlin LLC's acquisition of assets hereunder or (c) which claim liabilities of Publish Media are due in whole or in part by reason of the acquisition of assets hereunder or the operation of such assets. Jarlin LLC agrees to notify the Bank as promptly as is practicable prior to incurring Deductible Legal Expenses, and to identify to the Bank the nature of such expenses and the estimated amount to be incurred (to the extent reasonably subject to estimate). The Maximum Amount to be paid as Purchase Price hereunder shall be \$475,000 less principal paid to date plus interest accrued on the balance outstanding from May 1, 2002 until the total balance is paid in full, plus Bank's reasonable out of pocket costs of collection not to exceed \$15,000. When such Maximum Amount has been paid by Jarlin LLC to Bank, no further obligations shall remain due to the Bank on account of the Purchase Price.

2.2 Payment of Purchase Price. Installments of Purchase Price shall be due on or before the last day of each month in respect to Net Cash Flows for the preceding month. Together with remittances of Purchase Price Jarlin LLC shall provide to the Bank a report, certified by Jarlin, LLC to be true, correct and complete, detailing the Net Cash Flows for the preceding month.

### 3 Abandonment of Management Activity; Purchase Option

3.1 Abandonment of Management Activity. If at any time Jarlin LLC determines that it does not wish to actively engage in the list rental business in respect to the Proprietary Assets, and does not desire to assign, sell, subcontract or otherwise dispose of such rights to a third party (in which case, the lump sum or periodic proceeds to Jarlin LLC shall be included in determining Net Cash Flows) Jarlin LLC will notify the Bank and the Bank, within one hundred twenty (120) days after the issuance of such notice may elect to purchase the Proprietary Assets from Jarlin LLC at a purchase price of \$100.00.

3.2 Purchase Option. If Net Cash Flows are less than \$8,000 per month averaged over two consecutive calendar quarters, the Bank may elect to purchase the Proprietary Assets from Jarlin LLC at a purchase price of \$100.00. This option will not include the first 90 days after the execution of this agreement, allowing sufficient time for Jarlin LLC to organize the database assets, the sales channels, establish sufficient web sites that may be necessary and incur any expenses that may be required during this start-up phase.

3.3 Procedures. If the Bank elects to purchase the Proprietary Assets as aforesaid, Jarlin LLC shall convey all remaining Proprietary Assets which it then owns to the Bank, free and clear

of all liens, debts and encumbrances created by Jarlin LLC together with a bill of sale and other customary documentation otherwise satisfactory to the Bank and Jarlin LLC.

4. INFORMATION RIGHTS.

Each party shall have reasonable access to the books and records of the other, following reasonable notice, to determine compliance with the terms and conditions of calculating installments of Purchase Price and the calculation of Maximum Amount.

5. GENERAL.

5.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors and assigns.

5.2. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and their assigns and nothing herein expressed or implied shall give or be construed to give any party, other than the parties hereto and such assigns, any legal or equitable rights hereunder. Without limiting the generality of the foregoing, Jarlin LLC is assuming no liabilities of either Publish Media nor of the Bank.

5.3. Notices. All notices required hereunder shall be in writing and shall be deemed duly given when delivered in hand or sent by recognized next business day courier addressed as follows:

If to Bank:  
Managed Asset Group  
Eastern Bank  
265 Franklin Street  
Boston, MA 02110

If to Jarlin LLC:  
462 Boston Street  
Topsfield MA 01983

With a copy to:

Norman C. Spector, Esq.  
Burns & Levinson LLP  
125 Summer Street  
Boston, MA 02110

5.4. Costs and Expenses. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense, except as set forth in this Agreement or as the parties shall otherwise agree.


5.5 Entire Agreement; Amcndments. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements or understandings, written or oral, in respect thereof. This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms or covenants hereof may be waived, only by a written instrument signed by all the parties hereto, or in the case of a waiver, by the party waiving compliance.

5.6 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

EXECUTED as an instrument under seal as of the date first set forth above.

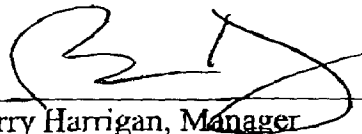
EASTERN BANK

By:

  
Title: Vice President

JARLIN MEDIA, LLC

by

 President  
Barry Harrigan, Manager

SCHEDULE A

PROPRIETARY ASSETS

Database Lists

Publish Magazine  
Desktop Publisher Journal  
eMedia Weekly Magazine  
eBusiness Communication Association  
and other databases owned by Publish Media, LLC

Trademarks

Publish Magazine®  
Publish.com®  
Desktop Publishers Journal®

URLs

publish.com  
desktoppublishers.com  
ebusinessca.com  
ebusinessca.org  
and other URLs previously owned by Publish Media, LLC

**AMENDMENT TO ASSET PURCHASE AGREEMENT**

Reference is made to that certain Asset Purchase Agreement dated as of June 12, 2002 by and between Eastern Bank (the "Bank) and Jarlin Media, LLC ("Jarlin").

WHEREAS, under the Asset Purchase Agreement Jarlin purchased and the Bank sold certain defined Proprietary Assets of Publish Media, LLC; and

WHEREAS, Jarlin and the Bank wish to amend the Asset Purchase Agreement to supplement the definition of Proprietary Assets;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. Schedule A to the Asset Purchase Agreement is hereby amended by deleting the paragraph entitled "Trademarks" and the three (3) trademarks listed below such paragraph and substituting the following therefor:

"Trademarks

The trademarks assigned pursuant to the Asset Purchase Agreement, include all of Bank's right, title and interest, to and under the trade names and trademarks listed below, all goodwill associated therewith, all common law rights thereto, and all registrations and applications for registration that have been or may be granted thereon and all foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of the Bank in all matters related thereto the ("Assigned Trademark Rights"), all subject to the terms and conditions of the Asset Purchase Agreement, as amended.

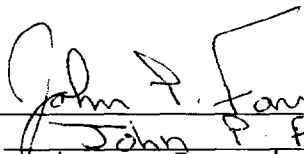
<u>Trademark</u>	<u>Serial/Registration No.</u>
PUBLISH (DESIGN)	1651457
PUBLISH	1993302
IMPACT AWARDS	2038726
IMPACT AWARDS	2088803
PUBLISH RGB	2157971
DESKTOP PUBLISHERS JOURNAL	2161112
WEB DESIGNER	2246756
TECHNOLOGY SOLUTIONS	1793618
PUBLISH.COM	75920062
EMEDIAWEEKLY.COM	75920063
EMEDIA WEEKLY	75900218
PUBLISH CONFERENCES	75657775
CROSSMEDIA	75920061

2. The term "Proprietary Assets" is amended to specifically include the Assigned Trademark Rights.

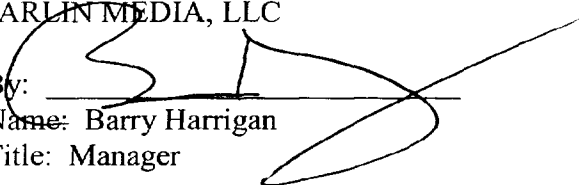
3. The Asset Purchase Agreement, as modified by this Amendment, is hereby ratified and confirmed in its entirety.

Executed as an instrument under seals of the 25<sup>th</sup> day of July, 2002.

EASTERN BANK

By:   
Name: John P. Farmer  
Title: Vice President

JARLIN MEDIA, LLC

By:   
Name: Barry Harrigan  
Title: Manager