

ASSET PURCHASE AGREEMENT

Agreement, dated July 31, 2013 among **COMPANY1**, an Ohio Limited Liability Corporation (the "BUYER") and **COMPANY2**, an Ohio Limited Liability Corporation (the "SELLER").

The Buyer wishes to purchase from the Seller, and the Seller wishes to sell to the Buyer, substantially all of the assets, properties, rights and business of the Seller relating to or used or employed in connection with the Seller's business (the "BUSINESS"), with no liabilities, upon the terms and conditions of this Agreement.

Accordingly, the parties agree as follows:

Article 1 – Sale of Assets

The Seller shall sell, assign, transfer, and deliver to the Buyer all of the assets, properties, rights, and business of the Seller of every type and description, real, personal, and mixed, tangible and intangible, wherever located, including without limitation:

- 1.1 The Seller's list of present and former customers, subscribers and suppliers and all lists of names, addresses, businesses and files, used in or relating to the business;
- 1.2 All of the Seller's rights in Intellectual Property;
- 1.3 All of the Seller's rights in domains;
- 1.4 All of the Seller's rights in websites;
- 1.5 All of the Seller's rights in advertisements;
- 1.6 All of the Seller's servers, equipment, and hardware;
- 1.7 All of the books and records of the Seller relating to the Purchased Assets;
- 1.8 All data bases used in the Seller's business;
- 1.9 All of the goodwill of the Seller relating to the Business;
- 1.11 All work – in – progress and inventory of every sort and in any medium relating to the Business;
- 1.12 All rights of the Seller to the possession, publication, distribution, and sale of any material, illustration, or photograph herefore published by the Seller or granted to the Seller for use in connection with the Business; and
- 1.13 All other assets, properties, and rights of every kind and nature owned or held by the Seller and used in or relating to the Business on the date hereof, known or unknown, fixed or unfixed, choate or inchoate, accrued, absolute, contingent, or otherwise, whether or not specifically referred to in this Agreement.

Article 2 – Assumption of Liability

The Seller shall be responsible for all of its liabilities and obligations, and the Buyer shall not assume, or in any way be liable or responsible for, any liabilities or obligations of the Seller, including without limitation:

- 2.1 Liabilities relating to the Business;
- 2.2 Liabilities not relating to the Business;
- 2.3 Liabilities relating to employee benefits or severance pay to Seller's employees of the Business; and
- 2.4 Tax liabilities.

Article 3 – Consideration and Payment

Purchase Price. The aggregate purchase price for the Purchased Assets (the "Purchase Price") shall be an amount equal to the sum of _____ and with no assumed liabilities.

Earnest money _____

At the Closing the Buyer shall pay _____ to the Seller.

Article 4 – Closing; Closing Date

The Closing of the sale and purchase of the Purchased Assets contemplated hereby shall take place at **405 Rothrock Rd, Suite 106, Copley, OH 44321** at a time or date as the parties may mutually agree in writing called the "Closing Date".

Article 5 – Representation and Warranties of Seller

The Seller represents and warrants to the Buyer as follows:

5.1 Due Incorporation and Qualification. Seller is a limited liability corporation duly organized, validly existing and is in good standing under the State of Ohio and has the power and authority to own, lease, and operate its assets, properties, and business and to carry on its business as now conducted.

5.2 Authority to Execute and Perform Agreements. Seller as the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement and to perform fully the Seller's respective obligations hereunder. This Agreement has been duly executed and delivered and is the valid and binding obligation of the Seller and enforceable in

accordance with its terms. No approval or consent of any other person is required in connection with the execution and delivery by the Seller of this Agreement and the consummation and performance by the Seller of the transactions contemplated herein.

The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or otherwise result in the breach or violation of any of the terms and conditions of, or constitute a default under (1) the Articles of Incorporation or bylaws of the Seller; (2) any material instrument, contract or other agreement to which any of the Seller is a party or by or to which it or any of its or their material assets or properties is bound or subject; or (3) any statute or any regulation, order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against or binding upon or applicable to the Seller or upon the securities, properties or business of the Seller.

5.3 Litigation. There are no outstanding orders, judgments, injunctions, awards, or decrees of any court, arbitrator, governmental or regulatory body against the Seller which relate in any way, directly, indirectly, to the Business.

5.4 Agreements. All of the contracts and agreements of the Business have been made available to the Buyer and are valid, subsisting agreements, in full force and effect and binding upon the parties thereto in accordance with their terms, and the Seller is not in default under any of them, nor is any other party to any such contract or other agreement in default thereunder, nor does any condition exist which with notice or lapse of time or both would constitute a default thereunder. The contracts and agreements continue in full force and effect with the Buyer following the consummation of the transactions contemplated.

5.5 Intangible Property. The rights of the Seller in the property - copyrights, trademarks, service marks, and trade names relating to the business, all data bases and all permits, grants and licenses of such rights running to or from the Seller, are free and clear of any liens and any other encumbrances. Seller owns the copyrights for the Publications and the copyrights for the Publications and the copyrights and licenses are free and clear of any encumbrances. The Seller does not have any notice of any adversely held copyright, trademark, service mark, or trade name of any other person or notice of any claim of any other person relating to any of the intellectual property.

5.6 Subscription Lists. The Seller has permitted the Buyer and its representatives to examine the lists of subscribers to the Publications as of the date hereof. Such lists contain the names and addresses of all such subscribers as of the date hereof and the number of said subscribers is at least _____. There has been no indication that a material number of the subscribers to the Publications intend to cancel their subscription, or otherwise modify their relationship with the Seller, or that the acquisition of the Purchased Assets by the Buyer will materially and adversely affect the relationships of the Buyer (as successor to the Business) with such subscribers. The Seller has permitted the Buyer and its representatives to examine the customer lists for the Business. Such lists contain the names and addresses of all such customers as of July 31, 2013.

5.7 Liens. The Seller owns outright and has good and marketable title to the Purchased Assets, free and clear of any lien or other encumbrance.

5.8 Financial Statements. The compiled income statements of the Seller relating to the Business for the twelve – (12) month periods represent in a materially correct fashion the results of Seller’s operations relating to the Business.

5.9 Accounts Receivables. All trade accounts receivable relating to the Business on the date of this Agreement have arisen in the ordinary course of business and represent valid obligations to the Seller. Collection of accounts receivable by the Seller through the date hereof has been and is consistent with past business practices of the Seller.

5.10 No Material Adverse Change. Since 2010, there has been no material adverse change in the assets (and the respective values thereof), properties, business, operations, liabilities or condition of the Business and the Seller does not know of any such change which is threatened, nor has there been any damage, destruction or loss materially affecting the assets, properties, business, operations or condition of the Business, whether or not covered by insurance.

5.11 Operations of the Seller. The Seller has not:

a. Amended, or agreed to amend, its Articles of Organization or bylaws; or merged with or into or consolidated with, or agreed to merge with or into or consolidate with, any other person; or changed, or agreed to change, in any manner the character of the Business;

b. Waived, or agreed to waive, any right of material value to the Business;

c. Materially changed, or agreed to materially change, any of its business policies or practices relating to or affecting the Business, including, without limitation, production, advertising, marketing, pricing, purchasing, accounting, sales, returns, budget or product acquisition policies or practices;

d. Except in the ordinary course of business relating to the Business, other than for fair market value, sold, abandoned or made, or agreed to sell, abandon or make, any other disposition of any of its assets or properties; or granted or suffered, or agreed to grant or suffer, any lien or other encumbrance on any of its assets or properties;

e. Except for inventory or equipment acquired in the ordinary course of business of the Business, made any acquisition of all or any part of the assets, properties, capital stock or business of any other persons or made any commitments to do any of the foregoing relating to the Business;

f. Suffered or incurred any damage, destruction or loss (whether or not covered by insurance) materially adversely affecting the assets, properties, business, operations or conditions of the Seller relating to the Business; or

g. Entered into, or agreed to enter into, any other material contract or other agreement or other material transaction relating to the Business.

5.12 Compliance with Laws. The Seller has complied with all federal, state, county, local and foreign laws, ordinances, regulations, orders, judgments, injunctions, awards or decrees applicable to the Business or the Purchased Assets and has not received any notice of violation of any of the foregoing.

5.13 Inventory Valuation. The inventory of the Seller relating to the Business, as the same exists on the date of this Agreement, is in usable and salable condition in the ordinary course of business at the amounts carried on the books and records of the Seller. The materials, supplies and work-in-progress, and additions thereto, included in such inventory are of at least the standard quality for such items in the publishing industry; are suitable for the printing, manufacture and distribution of the Publications; and are not in excess of the normal purchasing patterns of the Seller.

5.14 Tax Matters. The Buyer will not assume or otherwise become liable for any income, excise, sales, use, gross receipts, franchise, employment, payroll related, property or any other tax of any sort relating to the assets, business or property of the Seller with respect to any period commenced prior to the Closing Date or arising out of the transactions contemplated hereby (except any use tax, if any, imposed upon Buyer). The Seller has filed all income tax, excise tax, sales tax, use tax, gross receipts tax, franchise tax, employment and payroll related tax, property tax, and all other tax returns which the Seller is required to file and has paid or provided for all taxes shown on such returns, and all deficiencies or other assessments of tax, interest or penalties owed by Seller.

5.15 Full Disclosure. All documents and other papers delivered by or on behalf of the Seller in connection with this Agreement and the transactions contemplated hereby are true, complete and correct. The information furnished by or on behalf of the Seller to the Buyer in connection with this Agreement and the transactions contemplated hereby does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements made, in the context in which made, not false or misleading.

Article 6 – Representations and Warranties of Buyer

The Buyer represents and warrants to the Seller as follows:

6.1 Due Incorporation. The Buyer is a limited liability corporation organized, validly existing and in good standing under the laws of the State of Ohio and has the authority to own its assets and properties and to carry on its business as now conducted.

6.2 Power of the Buyer. The Buyer has the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement, and to perform fully its obligations under this Agreement. This Agreement has been duly executed and delivered and is the valid and binding obligation of the Buyer enforceable in accordance with its terms, except as may be limited by bankruptcy, moratorium, reorganization, insolvency or other similar laws now or hereafter in effect generally affecting the enforcement of creditors' rights. No approval or consent of any foreign, federal, state, county, local or other governmental or regulatory body, and (except as otherwise specified in this Agreement) no approval or consent of any other person is required in connection with the execution and delivery by the Buyer of this

Agreement and the consummation and performance by the Buyer of the transactions contemplated hereby.

Article 7 – Covenants and Agreements

The parties agree and covenant as follows:

7.1 Expenses of Sale. The parties to this Agreement shall bear their respective direct and indirect expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated hereby, whether or not the transactions contemplated hereby are consummated, including, but not limited to, all fees and expenses of agents, representatives, counsel and accountants. Any and all taxes resulting from the sale, assignment, transfer and delivery hereunder of the Purchased Assets shall be paid by the Seller.

7.2 Further Assurances. Each of the parties shall execute such documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby, including without limitation, copyright and trademark assignments.

7.3 Employees. If any severance or other liability relating to Seller's employees arises out of this transaction, Seller shall be solely responsible for said liability.

7.4 Continued Effectiveness of Representations and Warranties of Seller. From the date hereof through the Closing Date, the Seller shall conduct the Business in such a manner so that the representations and warranties contained in Article 5 shall continue to be true and correct on and as of the Closing Date as if made on and as of the Closing Date, and the Buyer shall promptly be given notice of any event, condition or circumstance occurring from the date hereof through the Closing Date which would constitute a violation or breach of this Agreement.

Article 8 – Conditions Precedent to Obligations of Buyer

The obligations of the Buyer to complete the Closing are subject to the fulfillment on or prior to the Closing Date of the following conditions, any one or more of which may be waived by it:

8.1. Representations and Covenants. The representations and warranties of the Seller contained in this Agreement shall be true in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date. The Seller shall have performed and complied with all covenants or agreements required by this Agreement to be performed or complied with by the Seller and the Shareholder on or prior to the Closing Date.

8.2. Copyright Assignment. Seller shall have executed and delivered to Buyer the copyright assignment, dated the Closing Date.

8.3. Trademark Assignment. Seller shall have executed and delivered to the Buyer the trademark assignment, dated the Closing Date.

8.4 . Corporate Examinations. The Buyer shall be satisfied with the results of the corporate examinations and investigations.

8.5. Opinion of Seller's Counsel. The Buyer shall have received an opinion of counsel to the Seller, dated the Closing Date and addressed to the Buyer.

8.6. Deferred Revenue Assumption Agreement. The Seller shall have entered into a Deferred Revenue Assumption Agreement.

8.7. Consulting Agreement. The Seller shall have entered into a Consulting.

Article 9 – Conditions Precedent to Obligations of Seller

The obligations of the Seller and the Shareholder to complete the Closing are subject to the fulfillment on or prior to the Closing Date of the following conditions, any one or more of which may be waived by the Seller:

9.1 Representations and Covenants. The representations and warranties of the Buyer contained in this Agreement shall be true in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date. The Buyer shall have performed and complied with all covenants and agreements required by this Agreement to be performed or complied with by the Buyer on or prior to the Closing Date.

9.2. Opinion of Buyer's Counsel. The Seller shall have received the opinion of counsel to the Buyer, dated the Closing Date and addressed to the Seller.

9.3. Undertaking. The Buyer shall have executed and delivered to the Seller the Undertaking and Instrument of Assumption of Liabilities

9.4. Deferred Revenue Assumption Agreement. The Buyer shall have entered into a Deferred Revenue Assumption Agreement.

Article 10 – Indemnification

10.1 Obligation of Seller to Indemnify. The Seller shall indemnify, defend and hold harmless the Buyer and its directors, officers, employees, affiliates and assigns from and against any losses, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and reasonable attorneys' fees and disbursements) ("Losses") based upon, arising out of or otherwise due to:

a. Any inaccuracy in or any breach of any representation, warranty, covenant or agreement of the Seller contained in this Agreement or in any document or other writing delivered pursuant hereto;

b. Any liability or obligation not assumed by the Buyer, including, without limitation, any liability to which it may become subject as a result of the fact that the transactions contemplated by this Agreement are being effected without compliance with the provisions of any Bulk Sales Act or any similar statute as enacted in any jurisdiction, domestic or foreign; and

c. Any Publisher's Liability (as hereinafter defined) arising at any time from any publication prepared, printed or published or sold, marketed or distributed or caused to be printed or published or sold, marketed or distributed by the Seller on or prior to the Closing Date. For purposes of this Agreement, the term "Publisher's Liability" means any liability to which the Seller (or the Buyer or any affiliate thereof as successor to any business of the Seller) may become subject insofar as such liability arises out of or otherwise relates to any express or implied representation, warranty, agreement or guaranty to a reader, user or purchaser made or claimed to have been made by the Seller (or the Buyer or any affiliate thereof as successor to any business of the Seller), or imposed or asserted to be imposed by operation of law, including, without limitation, plagiarism, libel, copyright violations and errors and omissions, in connection with any publication prepared, created, sold, marketed or distributed by the Seller (or the Buyer or any affiliate thereof as successor to any business of the Seller).

10.2 Obligation of Buyer to Indemnify. The Buyer shall indemnify, defend and hold harmless the Seller from and against any Losses arising out of or due to:

a. Any inaccuracy in or any breach of any representation, warranty, covenant or agreement of the Buyer contained in this Agreement or in any document or other writing delivered pursuant hereto;

b. Any liability or obligation assumed by the Buyer ; and

c. Any liability in connection with the Publications which are prepared by or under the supervision of Buyer after the Closing Date.

10.3 Notice to Indemnifying Party.

Article 11 – Termination of Agreement

This Agreement may be terminated on or prior to the Closing as follows:

a. At the election of the Seller, if any one or more of the conditions has not been fulfilled as of the scheduled Closing Date;

b. At the election of the Buyer, if any one or more of the conditions has not been fulfilled as of the scheduled Closing Date;

c. At any time on or prior to the Closing Date, by mutual written consent of the Seller and the Buyer.

If this Agreement so terminates, it shall become null and void and have no further force or effect, except that any such termination shall be without prejudice to the rights of any party on account of the nonsatisfaction of the conditions resulting from the intentional or willful breach or violation of the representations, warranties, covenants or agreements of another party under this Agreement.

Article 12 – Notice

All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement, (i) when personally delivered, (ii) upon receipt of a telephonic facsimile transmission with a confirmed telephonic transmission answer back, (iii) after having been deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, upon the date contained in the return receipt, or (iv) one business day after having been dispatched by a nationally recognized overnight courier service, addressed to the parties or their permitted assigns at the following addresses (or at such other address or number as is given in writing by any party to the other) as follows:

To Purchaser:

To Seller:

Article 13 – Miscellaneous

13.1 Confidentiality. The Seller and the Buyer agree to keep the terms and conditions of this Agreement confidential except insofar as disclosure may be required by law or regulation or legal process and in such event the party so required to disclose shall provide the other party with prompt notice to enable it to seek a protective order or other appropriate remedy preventing disclosure.

13.2 Entire Agreement. This Agreement and the collateral agreements executed in connection with the consummation of the transactions contemplated herein contain the entire agreement among the parties with respect to the purchase of the Business and the Purchased Assets and related transactions and supersede all prior agreements, written or oral, with respect thereto.

13.3 Waivers and Amendments. This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other

right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which any party may otherwise have at law or in equity.

13.4 Headings. The headings in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

13.5 Counterparts. This agreement may be executed in one or more counterparts, all of which together shall constitute a single document.

13.6 Cooperation. Each of the parties agrees to cooperate in the effectuation of the transactions contemplated under this Agreement and to execute any and all additional documents or to take such additional action as is reasonably necessary or appropriate for such purposes.

13.7 Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of Ohio applicable to agreements made and to be performed within such State.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

PURCHASER
COMPANY1

By: _____

Its: _____

SELLER
COMPANY2

By: _____

Its: _____