

**EXHIBIT F**

## TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (the "Agreement") is made and is effective this 26th day of January, 2010 (the "Effective Date"), by and among APPLE INC., a California corporation with offices at 1 Infinite Loop, Cupertino, California 95014 ("Apple"), FAMILY SYSTEMS LIMITED, a corporation formed under the laws of the Isle of Man whose address is 8 St. George's Street, Douglas, IM1 AH, Isle of Man ("Family"), and BRIAN REYNOLDS, a British citizen whose address is Kimmage Cottage, Round Hill Hotel, Montego Bay, Jamaica ("Reynolds").

### BACKGROUND

A. Family owns registrations of the mark IBOOK in the United States, Japan and Jamaica as shown in Exhibit A (collectively, the "Registrations"), and owns registrations of the domain names IBOOK.COM, IBOOK.NET, IBOOK.ORG, I-BOOK.COM, I-BOOK.NET, and I-BOOK.ORG (collectively, the "Domains"). Reynolds is a Director of Family and its Chief Executive Officer.

B. Apple owns registrations of the mark IBOOK in the United States and in other jurisdictions.

C. Family and Apple entered into a Consent Agreement dated May 7, 1999 (the "Consent Agreement"), in which each party agreed to limit its use and registration of the IBOOK mark. Family and Apple have now agreed to terminate the Consent Agreement and all of their respective covenants and obligations under the Consent Agreement, and Family has agreed to transfer to Apple all right, title, and interest in the Registrations and the Domains, and any other rights that Family may have or claim in the mark and trade name IBOOK in any jurisdiction, as set forth in this Agreement.

NOW, THEREFORE, intending to be legally bound, and in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### TERMS OF AGREEMENT

1. Assignment of Rights. Family hereby irrevocably transfers and assigns to Apple all right, title and interest in and to the Registrations and the Domains, and any other rights or registrations that Family may have or may claim in the mark and trade name IBOOK in all jurisdictions throughout the world, including without limitation any common law rights, and all goodwill associated therewith (collectively, the "Trademark Rights"). Simultaneous with the execution of this Agreement, Family will execute the assignments of the Registrations attached as Exhibits B, C, and D (the "Assignments"). After initiating the wire transfer described in Section 2 below, Apple or its counsel shall notify Family's counsel that such wire transfer has been initiated, via an email to Brewster Taylor at btaylor@stites.com. Promptly after such email is transmitted, and in no event longer than one (1) business day after such email is transmitted, Family shall (a) transmit electronic copies of the executed Assignments to Apple and its counsel, (b) send the original executed Assignments to Apple via overnight courier, and (c) consent

to the transfer of the Domains from Family's registration account with GoDaddy.com Inc. to Apple's designated registration account with GoDaddy.com Inc. or such other registration account as Apple may designate. Promptly thereafter, Family will execute such other documents, make such electronic transfers, take such other action, and provide Apple with such other information and documentation, as Apple may reasonably request to evidence and fully consummate the irrevocable transfer and assignment to Apple of the Registrations, the Domains, and the Trademark Rights (collectively, the "Transferred Rights"), will provide Apple with copies of its files related to the prosecution or maintenance of the Registrations, and will provide Apple with such documentation as is necessary to satisfy Apple that Family is the sole and exclusive owner of all rights in the Domains. Apple shall not assume, and shall have no obligation with respect to, any liabilities of Family.

2. Purchase Price. In consideration of the assignment of the Transferred Rights and the other agreements, covenants, representations and warranties in this Agreement, Apple will pay Family \_\_\_\_\_, payment of which will be made to Family within ten (10) business days after counsel for Family has provided counsel for Apple with a copy of this Agreement executed by Family. Payment shall be made to Family by wire transfer from Apple to:

Bank Name: Citibank N.A.  
111 Wall Street, New York, N.Y

ABA Transit #:  
A/C #:

Beneficiary: First Global Bank Ltd.  
28-48 Barbados Avenue  
Kingston 5  
Jamaica

Reference: For further credit to a/c# \_\_\_\_\_ i.n.o. Family Systems  
Limited.

SWIFT CODE: CITIUS33

The wire transfer advice shall indicate payment by Apple Inc. to Family Systems Limited of \_\_\_\_\_ and the wire transfer information provided above. Apple shall notify Family when the wire transfer has been initiated and provide adequate support and information so that the wire transfer can be confirmed by Family. The wire transfer will be considered to have been completed when the full value of \_\_\_\_\_ posts in account \_\_\_\_\_. Apple shall not be responsible for the errors or omissions of other parties, acts of God, or other circumstances beyond Apple's control which result in the delay of receipt of the full wire transfer payment. However, in the event that Apple fails to send the wire transfer instructions within twenty (20) business days after counsel for Family has provided counsel for Apple with a copy of this Agreement executed by Family, Apple will upon notice from Family reassign the Transferred Rights to Family, and Apple will have no further liability for payment.

3. Representations and Warranties. Family and Reynolds each represents and warrants as follows:

(a) Family is a corporation duly organized, validly existing, and in good standing under the laws of the Isle of Man, has full power and authority to enter into this Agreement, to consummate the transfer of the Transferred Rights, and to make its covenants, warranties, and representations and perform its obligations under this Agreement, and has taken all corporate actions and approvals necessary to authorize Family's execution, delivery and performance of this Agreement.

(b) Family's entry into this Agreement, the consummation of the transactions contemplated by this Agreement, and the fulfillment of its obligations under this Agreement will not violate or conflict with any provision of Family's corporate governance documents, and will not result in a violation or breach of any existing agreement to which Family is a party or any obligation by which it or its assets are bound. No consent, waiver, or approval from any third party is required in connection with Family's execution, delivery and performance of this Agreement, the consummation of the transactions contemplated by this Agreement, or the fulfillment of its obligations under this Agreement.

(c) Family is the sole and exclusive owner of the Registrations and the Domains, free and clear of any liens, mortgages, pledges, security interests, restrictions on transfer, and other claims and encumbrances, and Family has not made any transfer of any interest in any of the Registrations, the Domains, or the Trademark Rights. Family has paid all registration and maintenance fees necessary to maintain the registration of the Domains in good standing in Family's name, and the registration records associated with the Domains do not contain any false, misleading, or incomplete information regarding the registrant or administrative and technical contacts. Following the consummation of the transactions and the execution of the instruments of transfer contemplated by this Agreement, all right, title and interest to the Domains and Registrations will irrevocably vest in Apple.

(d) Family does not own any registrations of any marks or domain names containing the term IBOOK except for the Registrations and the Domains.

(e) Family has not received, and is not otherwise aware of, any claim or allegation, either pending or threatened, relating to Family's use or ownership of any form of the IBOOK mark or trade name or any Domain, or seeking to cancel any Registration. No Registration or Domain is subject to any ongoing proceeding or outstanding decree, order, judgment agreement, or stipulation that restricts its use or transfer.

Reynolds represents and warrants that he is a British citizen and is Chief Executive Officer and a Director of Family, and in his capacity as Director is authorized to execute and deliver this Agreement on behalf of Family.

4. Termination of Consent Agreement. The parties hereby terminate the Consent Agreement, and fully and forever release and discharge each other, and each other's respective affiliates, successors, assigns, directors, officers, and employees, from all

covenants and obligations under the Consent Agreement and from any and all claims and causes of action (including without limitation claims for injunctive relief, costs, damages, and other remedies, including those damages not yet known or ascertainable) that a party has or might have or assert arising out of or in connection with the Consent Agreement, or the use, application for registration, or registration of the mark IBOOK through the Effective Date (including without limitation claims for breach of the Consent Agreement, or claims for infringement, dilution, passing off, unfair competition, or other tortious acts involving any form or variation of the mark IBOOK).

5. Obligations. Family and Reynolds each covenants and agrees that after the Effective Date it will not directly or indirectly (a) challenge or claim adversely to the title or rights of Apple or any of its affiliates or licensees in any mark or trade name that (i) consists of the term IBOOK or (ii) incorporates any form of the term IBOOK together with other words, characters, designs, or devices (such marks or trade names to be collectively referred to as "IBOOK Marks" or an "IBOOK Mark"), (b) challenge, oppose, or seek to cancel or enjoin the use or registration of any IBOOK Mark by Apple or any of its affiliates or licensees, (c) challenge or claim adversely to the title or rights in any Domain or Registration of Apple or any of its affiliates or licensees, (d) use any IBOOK Mark (other than as provided in Section 6 below), or (e) register or apply for registration of any mark or domain name consisting of or incorporating any IBOOK Mark. Without limiting the foregoing, neither Family nor Reynolds after the Effective Date will use any IBOOK Mark as the name of any software or other product or service, as a corporate name or business name, or otherwise in connection with the marketing, advertising, offering for sale, or selling any products or services.

6. Transition. Notwithstanding Section 5(d) above, Family shall have ten (10) days after the Effective Date of this Agreement to phase out its use of IBOOK and its web sites under the registered domain name ibook.com and host names containing ibook.com.

7. Authority. The undersigned representative of each of the parties represents and warrants that he is authorized to enter into the terms and conditions of this Agreement, and to execute for and bind the party which he represents.

8. Successors and Assigns. Each party's rights and obligations under this Agreement will bind and inure to the benefit of the parties' successors, assigns, licensees, and affiliates.

9. Entire Agreement. This Agreement represents the entire understanding between the parties and supersedes any prior discussions or understandings with respect to its subject matter. Any amendment to this Agreement must be in writing referring to this Agreement and signed by both parties.

10. Confidentiality. With the exception of the Assignments to be recorded with the trademark offices in the United States, Japan, and Jamaica, this Agreement and its terms shall be considered confidential, and neither party shall disclose any such confidential information without express prior written consent from the other party. Notwithstanding the foregoing, if a party receives a court order or other legal notice

requiring disclosure of this Agreement and its terms, it will provide the other party with prompt written notice of the order or notice and, before making any such disclosure, will provide the other party with reasonable assistance in opposing the disclosure or limiting the disclosure to information that is strictly required by such order or notice. If a party files a legal proceeding against the other alleging breach of this Agreement, it will file such claim under seal or take other steps to avoid public disclosure of the terms of the Agreement. No statement shall be provided by either party to the press regarding this Agreement. However, nothing in this paragraph shall preclude either party from stating that Family has transferred all of its rights in IBOOK pursuant to an Agreement with Apple, provided that such statement is not made to the press, on the Internet, or in any other public forum, medium, or manner.

11. Partial Invalidity. No Waiver. If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement will remain unaffected, and the invalid or unenforceable provision shall be replaced with a valid and enforceable provision that most nearly reflects the original intent of the parties. The failure of either party to enforce any provision of this Agreement, or any delay by any party in the enforcement of any right hereunder, shall not be deemed a waiver of that provision.

12. Notice. Any notice or other communication required to be given pursuant to this Agreement shall be in writing and delivered for next day delivery by a recognized, overnight courier or express delivery service, accompanied by contemporaneous facsimile transmission, to the following addresses:

If to Family and Reynolds: Brian Reynolds  
Kimmage Cottage  
Round Hill Hotel  
Montego Bay  
Jamaica

with a copy to: Brewster Taylor  
Stites & Harbison PLLC  
1199 N. Fairfax Street, Suite 900  
Alexandria, VA 22314  
Telephone: 703-837-3906  
Facsimile: 703-518-2936  
btaylor@stites.com

If to Apple: Apple Inc.  
1 Infinite Loop, MS: 3TM  
Cupertino, California 95014  
Attn: Thomas La Perle  
Telephone: 408-974-4240  
Facsimile: 408-253-0186  
laperle@apple.com

with a copy to: Anthony Lupo  
Arent Fox LLP

1050 Connecticut Avenue, NW  
Washington, DC 20036-5339  
Telephone: 202-857-6353  
Facsimile: 202-857-6395  
lupo.anthony@arentfox.com

Either party may change the address(es) or person(s) to which such notices or other communications are to be sent by written notice to the other party pursuant to the provisions of this section.


13. Applicable Law and Jurisdiction. This Agreement is governed exclusively by the laws of the State of California, without regard to its conflict of law provisions. All disputes arising out of or in connection with this Agreement shall be solely and exclusively resolved by a court of competent jurisdiction sitting within the County of Santa Clara, State of California. The parties hereby consent to the jurisdiction of the Courts of the State of California and the United States District Court of the Northern District of California and waive any objections or rights as to forum non conveniens, lack of personal jurisdiction or similar grounds with respect to any dispute relating to this Agreement. In the event of any litigation before any court or arbitrator or other governmental body (whether initiated by any party or any third party), the parties agree that they shall cooperate in seeking appropriate protective orders and otherwise use their reasonable best efforts to prevent public disclosure of the terms and conditions, existence and parties to this Agreement and the transactions contemplated hereby. Assignor certifies that it has read the provisions of California Civil Code § 1542, and waives, to the extent applicable, any and all rights under California Civil Code § 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

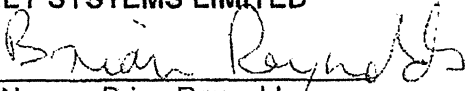
14. Term and Scope. This Agreement shall begin on the date set forth above and shall be perpetual, and shall be effective worldwide.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and made effective as of the date set forth above.

APPLE INC.

By:   
Name: DOUGLAS G. VETTER  
Title: ASSISTANT SECRETARY

FAMILY SYSTEMS LIMITED

By:   
Name: Brian Reynolds  
Title: Director and Chief Executive Officer

  
BRIAN REYNOLDS



**Exhibit A**  
**Trademark Registrations**

Country	Mark	Registration No.	Goods & Services	Registration Date
US	IBOOK	2,446,634	International Class 9: Computer software used to support and create interactive, user-modifiable electronic books.	April 24, 2001
Japan	IBOOK	4510995	National Class 11C01: Electronic machines, instruments and parts.  International Class 9: Computer programs to be downloaded via computer networks; computers (including central processing units, and electronic circuits, magnetic discs and magnetic tapes in which computer programs are recorded and other peripherals); and other electronic machines and instruments and parts thereof	October 5, 2001
Jamaica	IBOOK	33,723	International Class 9: Computer software used to support and create interactive, user-modifiable electronic books.	July 23, 1998  (Renewed July 23, 2005)

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RESTRICTED CONFIDENTIAL - OUTSIDE  
COUNSEL ONLY - SUBJECT TO PROTECTIVE ORDER

APPLE-IBOOKS0033428

**Exhibit B**

**TRADEMARK ASSIGNMENT**

Whereas FAMILY SYSTEMS LIMITED, a corporation formed under the laws of the Isle of Man with offices at 8 St. George's Street, Douglas, IM1 AH, Isle of Man ("Assignor"), owns U.S. trademark registration No. 2,446,634; and

Whereas APPLE INC., a California corporation with offices at 1 Infinite Loop, Cupertino, California 95014 ("Assignee"), wishes to acquire the Registration, any other rights or registrations that Assignor may have or may claim in the mark and trade name IBOOK, including without limitation any common law rights, and the goodwill of the business pertaining thereto.

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby irrevocably transfers and assigns to Assignee all right, title and interest in and to the Registration, any other rights or registrations that Assignor may have or may claim in the mark and trade name IBOOK, including without limitation any common law rights, and the goodwill of the business pertaining thereto.

FAMILY SYSTEMS LIMITED

By: \_\_\_\_\_  
Name: Brian Reynolds  
Title: Chief Executive Officer  
Dated January \_\_, 2010

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Exhibit C

ASSIGNMENT AND CONSENT

We, Family Systems Limited, a corporation duly organized and existing under the laws of the Isle of Man, having its principal place of business at 8 St. George's Street, Douglas, IM1 AH, Isle of Man, United Kingdom, do hereby assign and convey the entire title and interest in and to the Japanese Trademark Registration No. 4510995 to Apple Inc., a corporation duly organized and existing under the laws of the State of California, U.S.A., having its principal place of business at 1 Infinite Loop, Cupertino, California 95014, U.S.A.

We do further hereby give consent to the said assignee to take solely in its name all necessary procedures for recording this assignment at the Japanese Patent Office on the basis of the assignment herein made.

Dated: \_\_\_\_\_, 2010

Family Systems Limited

BY: \_\_\_\_\_

Brian Reynolds, Director and Chief Executive Officer

(NO LEGALIZATION NECESSARY)

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RESTRICTED CONFIDENTIAL - OUTSIDE  
COUNSEL ONLY - SUBJECT TO PROTECTIVE ORDER

APPLE-IBOOKS0033430

**Exhibit D**

**TRADEMARK ASSIGNMENT**

Whereas FAMILY SYSTEMS LIMITED, a corporation formed under the laws of Isle of Man with offices at 8 St. George's Street, Douglas, IM1 AH, Isle of Man ("Assignor"), owns Jamaica trademark registration No. 33,723 (the "Registration"); and

Whereas APPLE INC., a California corporation with offices at 1 Infinite Loop, Cupertino, California 95014 ("Assignee"), wishes to acquire the Registration, and any other rights or registrations that Assignor may have or may claim in the mark and trade name IBOOK.

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby irrevocably transfers and assigns to Assignee all right, title and interest in and to the Registration, and any other rights or registrations that Assignor may have or may claim in the mark and trade name IBOOK.

FAMILY SYSTEMS LIMITED

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

Name: \_\_\_\_\_

Title: Brian Reynolds

Director and Chief Executive Officer






Dated January \_\_, 2010

Subscribed and sworn to  
before me on \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

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**History: Document Number 431594 Invoice**

<b>Form Title *</b>	Family Systems Limited				
<b>Creation Date</b>	1/29/10				
<b>Requestor Name</b>	CAROL BOMMARITO				
<b>Route Number</b>					
<b>Route Type</b>	STANDARD 				
<b>Division/Co Code *</b>	0056 				
<b>Workflow description</b>	Payment Request				
<b>Vendor # *</b>	80012395 	<b>Invoice # *</b>	431594	<b>Status</b>	Posted
<b>Vendor Name</b>	FAMILY SYSTEMS LIMITED	<b>Invoice Date *</b>	1/29/10	<b>Payment Terms</b>	Z100 
<b>Address</b>	8 ST. GEORGE'S STREET	<b>Invoice Amount</b>		<b>Document Header Text</b>	iBook settlement pmt
<b>City</b>	DOUGLAS	<b>Tax amount</b>	0.00	<b>Vendor Line Text</b>	Approved by Tom LaPerle
<b>Vendor State/Region</b>	IM	<b>Invoice Currency *</b>	USD 		
<b>Vendor Postal Code</b>	1AH	<b>Vendor Country</b>	GB		
<b>OTA Payee Name</b>		<b>OTA Bank Key</b>			
<b>OTA Payee Address</b>		<b>OTA Bank country</b>			
<b>OTA Payee City</b>		<b>OTA Bank Account #</b>			
<b>OTA Payee</b>					