Acquisition Opportunity

Publisher of Medical and Scientific Illustrations & Products for Educational Purposes

Midwest, US Expansive IP Assets

- **Outstanding growth opportunities:** There exists myriad opportunities for the Company to significantly increase revenues and profits. Forming alliances with textbook publishers is one example of the opportunities that exist for the Company. Additionally, according to management, there is significant growth opportunity available in the trade and academic markets, in which the firm already has moderate exposure. The Company has only scratched the surface of licensing for digital presentation.
- *Trademarks and copyrights:* The Company earns royalty fees from previous promotional and medical publications. The Company retains the copyright for each new product it develops and currently maintains a library of approximately 150 copyrights.
- *Expansive Visual Assets:* Since its founding in 1998, the Company has amassed a catalog of over 1,000 multi-layered illustrations that covers the majority of medical conditions and muscular and skeletal ailments providing a comprehensive portfolio of medical and pharmaceutical education materials to be used in a variety of publishing mediums.
- *Leveraging High Quality Assets:* The multi-layered illustrations can be deployed digitally for an enhanced learning experience, capitalizing on the growth of on-line education and professional training.

Client # 53557

In Partnership With



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Doug Smith dsmith@generational.com The Company is a research and development publishing company specializing in high-quality medical and scientific illustrations, and educational products. The company built a library of digital anatomical, pathological, and physiological illustrations and the text copies related to them. They are the most consistent in the industry with a consistent look across media.

The intellectual property portfolio includes: Flash Cards, Anatomical Charts, Books and eBooks, Flip Charts, and Select 3D anatomical models.

The buyer will benefit from an immediate access to that huge collection. A publisher can utilize that content to save on the licensing costs and the duplication of digital vs print licensing costs. They can be reused and repurposed to enhance the publisher's portfolio of products and designs.

Internationally, the Company provides translated products tailored to countries including China, France, Italy, Japan, Mexico, and more.

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#53557 S – Publisher of Medical and Scientific Illustrations - Expansive IP Assets

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 - C) Information that is independently obtained by Potential Buyer from a third party having no confidentiality obligation to Client;
 - D) Information that is independently developed by Potential Buyer without use of any Confidential Information under this NDA; and
 - E) Information that Potential Buyer is obligated to disclose pursuant to any law, regulation, court order or any other related legal process.
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 - 4. The obligations under this NDA shall be in full force and effect for a period of twenty four (24) months following the date of execution.
- 5. Should any dispute, controversy or claim arise between Potential Buyer, GE/GCM, and/or GE/GCM's Client, Potential Buyer agrees that it shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in Dallas, Texas in accordance with the Federal Arbitration Act (Title 9, U.S. Code). The laws of the State of Texas shall govern this NDA without regard to any conflicts of law principles. Venue and jurisdiction for any action under this NDA shall take place in Collin County, Texas. In any action to enforce this NDA, the prevailing party shall be entitled to recover actual damages, reasonable attorneys' fees, court costs, arbitration costs, and other expenses associated with such action. Potential Buyer and GE/GCM hereby waive, to the fullest extent permitted by law, any right to indirect or consequential damages including any loss of: use, income, profit, financing, business, reputation, goodwill, and any claim of punitive or exemplary damages and may only recover actual damages, attorney's fees' and costs. Neither GE/GCM nor Potential Buyer shall be entitled to join or consolidate disputes by or against others in any arbitration or to include any dispute in arbitration as a representative or member of a class, or to act in any arbitration in the interest of the general public or any private attorney general action. The cost of the arbitration shall be borne equally by the parties during the pendency of the arbitration proceedings and costs incurred in the enforcement of the arbitration award, including a reasonable attorney's fee. Judgment on the award may be entered and enforced in any court having personal jurisdiction over the party in favor of whom an award is entered by the arbitrator. The parties agree not to include any dispute in writing to details of the dispute in writing to the other party and 2) submitting said dispute to arbitration as agreed herein.
- 6. Potential Buyer agrees and acknowledges that GE/GCM may assign this NDA to any of its affiliates or affiliated entities, provided such affiliate or affiliated entity assumes in writing all obligations of GE/GCM under this NDA. The signing party/person to this NDA represents it has full legal authority to enter into this NDA on behalf of Potential Buyer and if the signing party is not a corporate or institutional buyer/investor but instead is an individual owner, investor, or principal he/she hereby agrees to be jointly and severally responsible for the fulfillment of Potential Buyer's obligations under this NDA. Potential Buyer agrees to reasonably cooperate with GE/GCM in providing information requested by GE/GCM regarding the status of any purchase or potential purchase by Potential Buyer of a Client provided to Potential Buyer by GE/GCM, and Potential Buyer shall not prevent GE/GCM's full participation and attendance at any closing or sale of Client. If Potential Buyer consummates a purchase of GE/GCM Client, Potential Buyer agrees that GE/GCM may claim appropriate credit (i.e. tombstone, press release or such similar announcement) within a reasonable and customary industry timeline. This NDA may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures exchanged electronically or by facsimile are effective for all purposes hereunder to the same extent as original signatures. Potential Buyer represents and warrants that based upon age, other investments, financial situation and needs, tax status, investment objectives, investment experience, investment time horizon, liquidity needs, risk tolerance and other factors, Potential Buyer has a sophisticated investment profile

Doug Smith

Regional Managing Director Generational Equity, LLC

(Signature)	for (Company)		
by (Printed Name)	,	its (Title)	
(Address)	, (City)	, (State)_	(Zip)
(Phone)	(Email)		(Date)

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