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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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OMB No. 0651-0011 (exp. 4/94)

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To the Honorable Commissioner

the attached original documents or copy thereof.

1. Name of conveying party(ies):

BPI COMMUNICATIONS INC.

05-13-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #61

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Assoc.
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 10, 1999

Name and address of receiving party(ies)

Reed Elsevier Inc.

Postal Address:

Street Address: 275 Washington Street

City: Newton State: MA ZIP: 02458

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Massachusetts
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,962,345	1,007,874	1,992,081
1,910,908	2,134,540	
1,870,907	2,129,157	

Additional numbers attached? Yes No

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

Name: Renee Simonton, President

Internal Address: Reed Elsevier Intellectual

Property Management Services Inc.

Street Address: 1105 North Market Street

City: Wilmington State: DE ZIP: 19801

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/25/1999 DNGUYEN 00000166 1962345

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01 FC-481 40.00 DP
02 FC-482 150.00 DP

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.

Renee Simonton
Name of Person Signing

Renee Simonton
Signature

May 10, 1999
Date

Total number of pages including cover sheet, attachments, and document: 4

SCHEDULE A

TRADEMARKS

Hemisphere	Reg. No. 1,962,345	United States
Hemisphere	Reg. No. TMA455,813	Canada
The Location Strategies Marketing Group Int. Class 41	Reg. No. 1,910,908	United States
The Location Strategies Marketing Group Int. Class 35	Reg. No. 1,870,907	United States
The Location Strategies Marketing Group	App. No. 780,558	Canada
Plants, Sites & Parks	Reg. No. 1,007,874	United States
Plants, Sites & Parks	PS&P (Stylized) Reg. No. 2,134,540	United States
PSP	Reg. No. 2,129,157	United States
Transition	Reg. No. 1,992,081	United States
Transition	App. No. 776,854	Canada

ASSIGNMENT OF TRADEMARKS

This Trademark Assignment (the "Assignment"), dated as of March 10, 1999, is made by BPI COMMUNICATIONS INC., a Delaware corporation, located at 1515 Broadway, New York, New York 10036 ("Assignor"), in favor of REED ELSEVIER INC., a Massachusetts corporation, located at 275 Washington Street, Newton, Massachusetts 02158 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks listed on Schedule A hereto, the registrations therefor and the goodwill appurtenant thereto (hereinafter, the "Marks");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated March 10, 1999 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell and transfer to Assignee, and Assignee has agreed to purchase, substantially all of the assets, properties, rights and business of the Assignor used in connection with the publishing, sale and distribution of the Publications, as defined in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Marks; and

WHEREAS, Assignee desires to acquire all of the Assignor's right, title, and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor sells, assigns, transfers and sets over to Assignee, Assignor's entire right, title, interest in and to the Marks, together with the goodwill of the business in connection with which the Marks is used and which is symbolized by the Marks. All rights and privileges, including the right to sue for past infringement, granted and secured by any of the items assigned to Assignee under this Assignment will be held and enjoyed by Assignee, its successors, assigns and other legal representatives. Assignor authorizes and requests the United States Patent and Trademark Office and any other official throughout the world whose duty is to register and record ownership in trademarks to record Assignee as the assignee and owner of the right, title, and interest assigned under this Assignment. Assignor agrees to execute and deliver at a future date any further documents that Assignee determines may be necessary and desirable to perfect Assignee's ownership of any rights in the Marks.


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04/18/99 17:37 FAX 617 558 4445
APR -16 99(FRI) 14:22 CAHNERS

CAHNERS PUBLISH

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IN WITNESS WHEREOF, Assignor and Assignee execute this Trademark Assignment
as of the year and date first set forth above.

BPI COMMUNICATIONS INC.

By: 
Name: JAMES A. ROSS
Title: VICE PRESIDENT & GENERAL COUNSEL

ACKNOWLEDGED:

REED ELSEVIER INC.

By: 
Title: VICE PRESIDENT