

7.31.00



To the Honorable Commissioner of Patents and Trademarks: Please record it

101450396

1. Name of conveying party(ies):

Harcourt Brace & Company Limited

8/23/99 11:25  
ORLANDO

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

Harcourt Brace & Company  
6277 Sea Harbor Road  
Orlando, Florida 32801

- Individual(s)
- General Partnership
- Corporation-State of England
- Association
- Limited Partnership
- Other

- Individual(s) citizenship U.S.
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Delaware
- Other

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

3. Nature of Conveyance:

- Assignment
- Security Agreement  Change of Name
- Other

Execution Date: 10/31/97

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

(Designations must be a separate document Assignment)  
Additional name(s) & Address(es) attached  Yes  No

4. Application or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,117,467

Additional numbers attached?  Yes  No

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

Ava K. Doppelt, Esquire  
Allen, Dyer, Doppelt,  
Milbrath & Gilchrist, P.A.  
255 South Orange Avenue  
Suite 1404  
Orlando, Florida 32801

6. Total number of applications and registrations involved:.....(1)

7. Total fee (37CFR 3.41)..... \$ 40.00  
 Enclosed (receipt for payment)  
 Charge any amounts due or credit any Overpayment to deposit account no. 01-0484

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

DO NOT USE THIS SPACE

09/01/2000 NTHA11 00000019 2117467

01 FC:481

40.00 DP

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.

Ava K. Doppelt, Esquire

Signature

July 31, 2000

Date

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

## ASSIGNMENT AGREEMENT

This Agreement is entered into effective as of the 31st day of October 1997 by and between Harcourt Brace & Company Limited, a UK corporation ("HB UK"), and Harcourt Brace & Company, a Delaware corporation ("Harcourt Brace").

WHEREAS under the terms of the Purchase Agreement dated August 14, 1997 (the "Purchase Agreement") relating to the sale of the medical publishing business of Churchill Livingstone International (the "Churchill Business"), HB UK acquired the Assets of the European Business included in the Churchill Business (all capitalized terms used herein, except those defined elsewhere herein, having the same meaning as assigned to such terms in the Purchase Agreement); and

WHEREAS Harcourt Brace financed the purchase of the Assets of the European Business by HB UK in consideration of HB UK's undertaking to repay the portion of the total purchase price paid for the Churchill Business allocable to certain of the Assets of the European Business as determined by an independent appraisal; and

WHEREAS Harcourt Brace wishes to purchase and HB UK is willing to sell, transfer and assign to Harcourt Brace certain of the Assets of the European Business in repayment of a portion of the purchase price of the Assets of the European Business.

NOW, THEREFORE, the parties hereby agree as follows.

1. HB UK hereby sells, transfers and assigns to Harcourt Brace and Harcourt Brace hereby purchases from HB UK all property, right, title and interest in and to all Intellectual Property acquired by HB UK pursuant to the Purchase Agreement and the transactions contemplated thereby including, without limitation, all Intellectual Property in the Titles and the Name.
2. HB UK hereby sells, transfers and assigns to Harcourt Brace and Harcourt Brace hereby purchases from HB UK the Titles included in the European Business and all publishing rights therein (the "Publishing Rights") including, without limitation, all rights of HB UK under the Authors' and Editors' Contracts, the Foreign Rights Agreements, the Third Party Distribution and Publishing Agreements, the Third Party I. P. Licenses, the Shared Third Party Licenses and any other contracts, licenses and arrangements relating to the publishing rights in and to the Titles (collectively, the "Publishing Rights Agreements"), provided, however, that any obligations of HB UK or its predecessors to pay advances, royalties or other amounts to third parties under the Publishing Rights Agreements shall continue to be the sole responsibility of HB UK.
3. Insofar as the benefit of any of the Publishing Rights Agreements cannot be transferred or assigned to Harcourt Brace without the agreement or consent of a third party, this Agreement

shall not constitute a transfer or assignment of such agreement and instead HB UK shall take all reasonable efforts to obtain such agreement or consent or, in the alternative, to provide Harcourt Brace with the benefit of such agreement.

4. The amount of the consideration to be paid by Harcourt Brace for the sale, transfer and assignment of the Intellectual Property, the Titles and the Publishing Rights shall be agreed between Harcourt Brace and HB UK based on an independent appraisal of the value of the Intellectual Property, the Titles and the Publishing Rights.
5. HB UK represents and warrants to Harcourt Brace that HB UK has and hereby conveys to Harcourt Brace good and valid title to the Intellectual Property, Titles and Publishing Rights, free and clear of all liens, claims, charges and encumbrances of any kind or nature except for such liens, claims, charges or encumbrances specifically identified with respect to the Intellectual Property, Titles or Publishing Rights in the Purchase Agreement or the Publishing Rights Agreements.
6. At Harcourt Brace's request and without further consideration, HB UK promptly shall execute and deliver such instruments of sale, transfer, assignment and confirmation, and take such other action, as Harcourt Brace may reasonably request to more effectively sell, transfer and assign to Harcourt Brace, and to confirm Harcourt Brace's title to, the Intellectual Property, Titles and Publishing Rights sold, transferred and assigned to Harcourt Brace under this Agreement.
7. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida without regard to any applicable principles of conflicts of laws.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

HARCOURT BRACE & COMPANY LIMITED

By: Peter H. Lengemann  
Peter H. Lengemann, Managing Director

By: Simon P.B. Horne  
Simon P.B. Horne, Finance Director

HARCOURT BRACE & COMPANY

By: Stephen C. Richards  
Stephen C. Richards, Senior Vice President and Chief Financial Officer