



03-15-2001



101637179

D/A  
Docket No.:

65,043-062

Tab settings

To the Honorable Commissioner of Patents

Attached original documents or copy thereof.

1. Name of conveying party(ies):

**REED ELSEVIER PROPERTIES, INC.**

- Individual(s)
- General Partnership
- Corporation-State **DELAWARE**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance: **3-6-01**

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

Execution Date: **JANUARY 23, 2001**

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

Name: **BUSINESS NEWS PUBLISHING COMPANY II**

Internal Address:

Street Address: **755 WEST BIG BEAVER ROAD**

City: **TROY** State: **MI** ZIP: **48304**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **MICHIGAN LIMITED LIABILITY COMPANY**

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

**75/903,733 75/659,690 75/906,804**

B. Trademark Registration No.(s)

**1,876,164 1,046,335 1,047,238  
1,610,901 2,099,200 2,104,472  
1,602,233 748,243**

Additional numbers  Yes  No

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

Name: **CHARLES R. RUTHERFORD**

Internal Address: **DYKEMA GOSSETT PLLC**

Street Address: **39577 WOODWARD, SUITE 300**

City: **BLOOMFIELD HILLS** State: **MI** ZIP: **48304**

6. Total number of applications and registrations involved: **10**

7. Total fee (37 CFR 3.41): \$ **\$290.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**04-2223**

DO NOT USE THIS SPACE

**290E**

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.

**CHARLES R. RUTHERFORD**  
Name of Person Signing

*Charles R. Rutherford*  
Signature

**Feb 23, 2001**  
Date

Total number of pages including cover sheet, attachments, and

**7** TRADEMARK

REEL: 002252 FRAME: 0094

## TRADEMARK ASSIGNMENT

WHEREAS, REED ELSEVIER PROPERTIES INC., a Delaware corporation, (hereinafter, "Assignor"), is or may be the owner of trademarks, and the applications and registrations therefor, (if any) specifically set forth on the attached Schedule A (collectively the "Trademarks"); and

WHEREAS, BUSINESS NEWS PUBLISHING COMPANY II, L.L.C. (hereinafter, "Assignee"), a Michigan limited liability company, having a principal business address at P.O. Box 2600, Troy, Michigan 48007, desires to acquire the entire right, title and interest, in and to said Trademarks.

NOW, THEREFORE, effective immediately by this document (the "Assignment") and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign transfer, and set over to Assignee, for its own use and enjoyment and for the use and enjoyment of its successors, assigns, and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, Assignor's entire right, title and interest in the United States, all foreign countries and jurisdictions, and throughout the universe, in the Trademarks and any renewals thereof, together with the good will symbolized by and associated with the business conducted under said Trademarks, and all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the rights assigned to Assignee under this Assignment.

Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereto, to record Assignee as owner of the Trademarks as assignee of the entire title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby agrees to execute (and/or to have promptly executed by its predecessors, if any) any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred; provided, however, that the provision of the foregoing cooperation and assistance by Assignor shall be at the sole expense of Assignee.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, Assignor and Assignee have caused this Assignment to be duly executed below, on the dates indicated by their duly authorized officers.

REED ELSEVIER PROPERTIES INC.

("Assignor")

BUSINESS NEWS PUBLISHING

COMPANY II, L.L.C.

("Assignee")

By: Renee Simonton  
Print Name: RENEE SIMONTON  
Title: PRESIDENT  
Date: JAN. 23, 2001

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WHEREFORE, Assignor and Assignee have caused this Assignment to be duly

executed below, on the dates indicated by their duly authorized officers.

REED ELSEVIER PROPERTIES INC.

BUSINESS NEWS PUBLISHING

("Assignor")

COMPANY II, L.L.C.

("Assignee")

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

Print Name:

Title:

Date: \_\_\_\_\_

By: J. E. Henderson

Print Name: J. E. Henderson

Title: Pres/manager

Date: 1/23/01

Trademark Schedule

Reed Elsevier Properties Inc.

INDUSTRIAL PAINT & POWDER	USA	74/445699 (10/12/93)	1876164 (1/24/95)	Reed Elsevier Properties Inc.	Registered
INDUSTRIAL PAINT & POWDER	USA	75/903733 (1/27/00)	N/A	Reed Elsevier Properties Inc.	Pending application
NUTRA SOLUTIONS	USA	75/659690 (3/12/99)	N/A	Reed Elsevier Properties Inc.	Pending application
NUTRA SOLUTIONS	USA	75/906804 (1/31/00)	N/A	Reed Elsevier Properties Inc.	Pending application
QUALITY	USA	73/059253 (7/31/75)	1046335 (8/17/76)	Reed Elsevier Properties Inc.	Registered
SDM	USA	73/051946 (5/9/75)	1047238 (8/31/76)	Reed Elsevier Properties Inc.	Registered
SECURITY	USA	73/832094 (10/10/89)	1610901 (8/21/90)	Reed Elsevier Properties Inc.	Registered Renewal due: 8/21/00 with grace period to 2/21/01
SECURITY	USA	75/153654 (8/21/96)	2099200 (9/23/97)	Reed Elsevier Properties Inc.	Registered
SECURITY - SDM NEW PRODUCT DATABASE	USA	75/211914 (12/12/96)	2104472 (10/7/97)	Reed Elsevier Properties Inc.	Registered
SECURITY DISTRIBUTING & MARKETING	USA	73/832466 (10/10/89)	1602233 (6/19/90)	Reed Elsevier Properties Inc.	Registered Renewal due: 6/19/00 with grace period to 12/19/00
SDM	Brazil	821460854 (3/8/99)	N/A	Reed Elsevier Properties Inc.	Pending application
SECURITY DISTRIBUTING & MARKETING	Brazil	821460870 (3/8/99)	N/A	Reed Elsevier Properties Inc.	Pending application

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Asset	Country	App No / Date	Reg No (Registered)	Registered to	Status
SECURITY	Brazil	821426702 (2/23/99)	N/A	Reed Elsevier Properties Inc.	Pending application
ASSEMBLY	USA	72/136906 (1/30/62)	748243 (4/16/63)	Reed Elsevier Properties Inc.	Registered

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RECORDED: 03/06/2001

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