

05-25-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2295971"/>	<input type="text" value="2396908"/>	<input type="text" value="2294467"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="802284"/>	<input type="text" value="1844410"/>	<input type="text" value="936648"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2365795"/>	<input type="text" value="1271293"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Betty G. Smith

3/22/2001

Name of Person Signing

Signature

Date Signed

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AI/CCJ, LLC, an Alabama limited liability company (the "Assignor"), having its chief executive office at 3200 Rice Mine Road, Tuscaloosa, Alabama 35406, hereby assigns and grants to FIRST UNION NATIONAL BANK, a national banking association, as Administrative Agent (the "Assignee"), with offices at 201 South College Street, Charlotte Plaza, CP-23, Charlotte, North Carolina 28288-0680, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types or property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application of the Assignor, including each Patent and Patent application referred to on Schedule A hereto;

(ii) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Assignor, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto; and

(iii) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or Schedule B hereto, applicable, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or Schedule B hereto, as applicable, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT shall have an effective date as of March 22, 2001.

THIS ASSIGNMENT is granted in conjunction with the security interests granted to the Assignee pursuant to the Subsidiary Security Agreement among the Assignor and the Assignee dated as April 17, 1998, as amended, supplemented or modified from time to time (the "Security Agreement"). Capitalized terms not otherwise defined herein shall have the meaning assigned thereto in the Security Agreement.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated

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REEL: 002303 FRAME: 0124**

herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 22nd day of March, 2001.

AI/CCJ, LLC

By: Randall Publishing Company, Inc., its sole member

By: David Wright
Name: VP/CFO
Title: 3/22/01

STATE OF Alabama

COUNTY OF Tuscaloosa

The foregoing instrument was acknowledged before me this 22 day of March, 2001 by David Wright, as VP/CFO of AI/CCJ, LLC, an Alabama limited liability company, on behalf of AI/CCJ, LLC.

[NOTARY SEAL]

Gay Oswald
Notary Public

My commission expires: MY COMMISSION EXPIRES SEPT. 5, 2004

FIRST UNION NATIONAL BANK,
as Assignee

By: Joe Myratt
Name: Joe Myratt
Title: Vice President

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 23 day of March, 2001
by Joe Myratt as Vice President of FIRST UNION NATIONAL
BANK, a national banking association, on behalf of FIRST UNION NATIONAL BANK.

[NOTARY SEAL]

Sabrina P. Tucker
Notary Public

My commission expires: My Commission Expires December 29, 2003

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B

TRADEMARKS

Please see attached.

REGISTRATION NOS.

TRADEMARK APPLICATIONS

None.

APPLICATION NO.

REED ELSEVIER TRADEMARKS
(trucking)

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER *</u>	<u>COMMENTS / STATUS</u>
AI	USA	75/575701	10/22/98	2295971	11/30/99	Reed Elsevier Inc.	Registered
AI AUTOMOTIVE INDUSTRIES AND DESIGN	USA	75/568347	10/9/98	2396908	10/24/00	Reed Elsevier Inc.	Registered
AI INSIDER	USA	75/570816	10/14/98	2294467	11/23/99	Reed Elsevier Inc.	Registered
AUTOMOTIVE INDUSTRIES	USA	72/218073	5/5/65	802284	1/18/66	Reed Elsevier Inc.	Renewed
COMMERCIAL CARRIER JOURNAL	USA	74/413830	7/19/93	1844410	7/12/94	Reed Elsevier Inc.	Registered
OWNER OPERATOR	USA	72/339139	9/29/69	936648	6/27/72	Reed Elsevier Inc.	Renewed
AI-ONLINE	USA	75/567627	10/9/98	2365795	7/11/00	Reed Elsevier Inc.	Registered
COMMERCIAL CARRIER JOURNAL	USA	73/398748	9/30/82	1271293	3/20/84	Reed Elsevier Inc.	Registered

* Marks assigned to AI/CCJ, LLC pursuant to the Asset Purchase Agreement dated 3/22/2001 by and among Reed Elsevier Inc. and Cahners Business Information, as Sellers and Randall Publishing Company, Inc., as Purchaser.