

10-22-2001



FORM PTO-1594
1-31-92

101881365

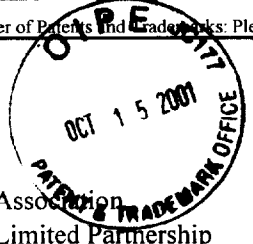
SHEET
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
LY 10-15-01

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or certified copy thereof.

1. Name of conveying Party:

Reed Elsevier Inc.

- Individual(s)
 - General Partnership
 - Corporation **Delaware**
 - Other _____
- Additional name(s) of conveying party(ies) attached?
 Yes No



2. Name and Address of receiving Party:

Name: **R.R. Bowker, L.L.C.**

Internal Address:

Address: **7200 Wisconsin Avenue
Bethesda, MD 20814**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation **Maryland**
- 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

3. Nature of conveyance:

- Assignment & Transitional License Back
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: **August 31, 2001**

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

A. Trademark Application No.(s)

75/844,175 filed November 8, 1999

B. Trademark Registration No.(s)

1,644,374	1,641,492
1,670,995	1,674,018

Additional sheet attached? Yes No

400

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

Jacobson Holman PLLC

400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. **12775/M8921**

6. Total number of applications and registrations involved: **5**

7. Total fee (37 CFR 3.41)..... \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No.: **06-1358**

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

DO NOT USE THIS SPACE

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.

Marvin R. Stern
Name of Person Signing

Signature

October 15, 2001
Date

Total number of pages including cover sheet, attachments, and document: **7**

JPH&S 341-8/92

10/19/2001 8TON11 00000171 75844175

01 FC:481
02 FC:482

40.00 DP
100.00 DP

TRADEMARK
REEL: 002386 FRAME: 0118

TRADEMARK ASSIGNMENT AND TRANSITIONAL LICENSE BACK

This ASSIGNMENT (the "Assignment") is made as of the 31st day of August, 2001 between Reed Elsevier Inc., a corporation organized and existing under the laws of the State of Massachusetts with offices at 275 Washington Street, Newton, Massachusetts 02158 ("Assignor"), and R.R. Bowker, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and logos listed on Schedule A hereto (collectively, the "Trademarks") and the goodwill of the business symbolized thereby (together with the Trademarks, the "Assigned Property");

WHEREAS, Assignor agrees to assign its entire right, title and interest in and to the Assigned Property to Assignee;

WHEREAS, Assignee agrees to acquire Assignor's entire right, title and interest in and to the Assigned Property and to become the successor to the portion of Assignor's business to which any Trademarks filed on the basis of intent-to-use apply, which business is ongoing and existing;

WHEREAS, Reed Elsevier Properties, Inc., a Delaware corporation, Assignor, Assignee and others have entered into an asset sale agreement dated August 15, 2001 (the "Asset Sale Agreement"); and

WHEREAS, Assignee agrees to allow Greenwood Publishing Group, an Affiliate of Assignor which currently distributes publications under the BOWKER mark, but whose assets or businesses are not included in the Purchased Assets pursuant to the Asset Sale Agreement, to continue to use the BOWKER mark for a limited time, as specified herein, solely to sell off any existing inventory; and

WHEREAS, the execution of this Assignment is subject to the consummation of the transactions contemplated by the Asset Sale Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Capitalized terms used and not otherwise defined in this Assignment shall have the meaning given to such terms in the Asset Sale Agreement.
2. Assignor hereby assigns to Assignee, its successors and assigns, its entire right, title and interest in and to the Assigned Property, all income, royalties, damages, and payments

now or hereafter due or payable in respect to the Assigned Property (excluding such income, royalties and payments due from or payable by any Affiliate of Assignor and accrued prior to the date of this Assignment), and all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights corresponding thereto throughout the world.

3. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, and any official of any country or countries foreign to the United States whose duty it is to record the Trademark registrations, applications and title thereto, to record the Assigned Property as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.
4. Assignor further agrees, without further consideration and at Assignee's expense, to execute such further documents as Assignee may reasonably request to fully effectuate this Assignment including, but not limited to, the execution of assignments in recordable form in each jurisdiction where Trademark registrations or applications for the Trademarks may be issued or pending.
5. Assignor hereby agrees and covenants to, immediately upon the execution of this Assignment, cease the use of, and cause any Affiliate to cease the use of, any and all of the Assigned Property or any derivations thereof. Notwithstanding the foregoing, Assignee hereby grants to Greenwood Publishing Group, Inc., a subsidiary of Assignor, a limited, non-exclusive, worldwide, royalty-free, non-transferable license to use and have used on its behalf the BOWKER mark, as specified on Schedule B hereto, in a manner consistent with its current usage, solely for the purpose of selling off existing inventory of Greenwood Publishing Group, which distributes publications under the BOWKER imprint but whose assets or businesses are not included in the Purchased Assets pursuant to the Asset Sale Agreement. This license shall terminate upon the earlier of (1) the depletion of Greenwood Publishing Group's BOWKER branded inventory existing on the Closing Date; or (2) one year from the Closing Date. In no event shall this license permit Assignor or Greenwood Publishing Group to produce additional products after the Closing Date using the BOWKER mark.
6. This trademark assignment and license may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.

This 31st day of August, 2001.

ASSIGNOR:
Reed Elsevier Inc.

By _____
Name:
Title:

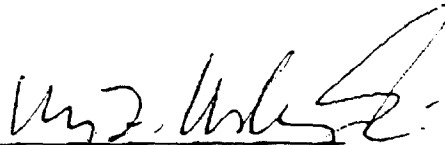
ASSIGNEE:
R.R. Bowker, LLC

By: Cambridge Information Group, Inc., as
sole Member and Manager

By: _____
Name: Robert N. Snyder
Title: Chairman

This 31st day of August 2001.

ASSIGNOR:
Reed Elsevier Inc.



By: HENRY Z. HURBARZEWSKI
Title: SENIOR VICE PRESIDENT

ASSIGNEE:
R.R. Bowker L.L.C.
By Cambridge Information Group, as sole
Member and Manager

By: _____
Name: Robert N. Snyder
Title: Chairman

Schedule A

TM Registrations

Mark: BOOKWIRE

ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
444 8	United States	42	75/844175	11/8/99			Pending

Mark: BOWKER

ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
2282	Argentina	16	1950728	12/7/94	1575616	9/18/95	Registered
1115	Japan	26	2138036	12/13/90	2618401	1/31/94	Registered
1036	United States	16	74/019963	1/18/90	1644374	5/14/91	Registered
1039	United States	35	74/020308	1/18/90	1641492	4/16/91	Registered
1037	United States	9	74/019964	1/18/90	1670995	1/7/92	Registered
1038	United States	9	74/020150	1/18/90	1674018	2/4/92	Registered

Mark: BOWKER PLUS SERIES

ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
116	Japan	11	2138037	12/13/90	2679093	6/29/94	Registered
1117	Japan	26	2138038	12/13/90	2676924	6/29/94	Registered

Schedule B

<i>Mark:</i>	BOWKER						
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
2282	Argentina	16	1950728	12/7/94	1575616	9/18/95	Registered
1115	Japan	26	2138036	12/13/90	2618401	1/31/94	Registered
1036	United States	16	74/019963	1/18/90	1644374	5/14/91	Registered
1039	United States	35	74/020308	1/18/90	1641492	4/16/91	Registered
1037	United States	9	74/019964	1/18/90	1670995	1/7/92	Registered
1038	United States	9	74/020150	1/18/90	1674018	2/4/92	Registered