

09-25-2002



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Form PTO-1001 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Bell & Howell Publishing Services Company

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: April 15, 2002

2. Name and address of receiving party(ies)

Name: ProQuest Business Solutions Inc.

Internal Address:

Street Address: 3900 Kinross Lakes Parkway

City: Richfield State: Ohio Zip: 44286

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware (incorporated) 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Please see attachment

Additional number(s) attached Yes No

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

Name: Jacqueline A. Musacchia, Esq. Vice President & General Counsel Internal Address:

ProQuest Business Solutions Inc. (formerly Bell & Howell Publishing Services Company)

Street Address: 3900 Kinross Lakes Parkway

City: Richfield State: Ohio Zip: 44286

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Jacqueline A. Musacchia

Name of Person Signing

Signature

9/18/02

Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

09/24/2002 ANHED1 00000104 1762558

01 FC:481 02 FC:482

40.00 OP 175.00 OP

TRADEMARK REEL: 002587 FRAME: 0626

Attachment to Form PTO-1594**Question #4****Trademark No. Listing**

Trademark	Filing No.	Dates	Class
Fichfinder	1,762,558 registration no. 74/257,467 serial no.	3/20/92 filing date 4/6/93 issue date	9
Lightnet	1,893,967 registration no. 74/446,327 serial no.	10/12/93 filing date 5/16/95 issue date	9
Lightspeed	2,270,102 registration no. 75/108,452 serial no.	5/23/96 filing date 8/17/99 issue date	9
Media Solutions International, Inc.	2,250,869 registration no. 75/323560 serial no.	7/14/97 filing date 6/8/99 registration date	9, 42
Media Solutions International, Inc.	2,252,100 registration no. 75/323562 serial no.	7/14/97 filing date 6/8/99 registration date	9, 42
Parts Buddy	2,154,553 registration no. 75138402 serial no.	7/23/96 filing date 5/5/98 registration date	9
Publication Systems Company	1,693,816 registration no. 74108201 serial no.	10/18/90 filing date 6/9/92 registration date	40
Publication Systems Company	1,690,951 registration no. 74107494 serial no.	10/18/90 filing date 6/2/92 registration date	9

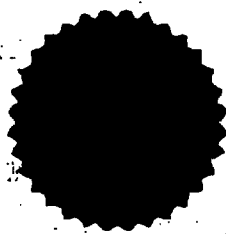
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "BELL & HOWELL PUBLISHING SERVICES COMPANY", CHANGING ITS NAME FROM "BELL & HOWELL PUBLISHING SERVICES COMPANY" TO "PROQUEST BUSINESS SOLUTIONS INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF APRIL, A.D. 2002, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
 Harriet Smith Windsor, Secretary of State

2146234 8100

AUTHENTICATION: 1721381

020237506

TRADEMARK TRANSFER AND ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is effective as of June 2, 2000 and is made and entered into by and between Media Solutions International, Inc. (the "Seller"), a Georgia corporation and Bell & Howell Publishing Services Company (the "Purchaser"), a Delaware corporation.

WHEREAS, Seller has adopted and used and is the sole and exclusive owner of certain of the United States and foreign trademarks, applications and registrations listed in the attached Schedule A, and of all of the goodwill of the business appurtenant thereto; and

WHEREAS, Seller has intended to use in commerce in the United States other certain of the trademarks listed in the attached Schedule A; Seller is assigning these marks and such intent to use applications as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. §1060 (all of the trademarks listed on Schedule A hereinafter collectively referred to as "Trademarks");

WHEREAS, Purchaser is acquiring the Trademarks, together with all of the goodwill of the business connected to the Trademarks, from Seller pursuant to the Agreement for the Purchase and Sale of Assets dated of even date herewith (the "Acquisition Agreement"), to which the Purchaser and Seller are parties; and

WHEREAS, Seller wishes to memorialize said assignment, transfer and sale of Trademarks to Purchaser,

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration set forth in the Acquisition Agreement and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Seller has sold, assigned and transferred, and by these presents does sell, assign and transfer unto Purchaser, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Seller hereby authorizes the Commissioner of United States Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts, to issue any and all registrations resulting from applications among the Trademarks or derived therefrom in the name of the Purchaser as assignee of the Trademarks and authorizes the Purchaser to record this Trademark Transfer and Assignment in the United States Patent and Trademark Office and foreign trademark offices.

AND, the Seller hereby warrants and covenants that it has not transferred any rights inconsistent herewith and that the Seller has not executed, and will not execute, any agreement inconsistent herewith.

AND, the Seller, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time within one (1) year from the date hereof, upon the request of the Purchaser, the Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by Purchaser in order to assign, transfer, set over and convey unto, and vest in, the Purchaser, any or all of the Trademarks.

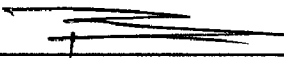
In the event that any provision of this Agreement would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending item or provision in any other situation or in any other jurisdiction.

This Agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Seller and the Purchaser. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto.

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois without giving effect to any choice or conflict of law.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representative effective as of the day first above written.

MEDIA SOLUTIONS INTERNATIONAL, INC.

By: 
Name: Ray W. Oliver
Title: President

CERTIFICATE OF ACKNOWLEDGEMENT

I, Carey Miller, a Notary Public in and for State of Georgia do hereby certify that Roy Olivier, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, Media Solutions International, Inc., with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 2nd day of June, 2000.

Carey L. Miller
Notary Public

Notary Public, Fulton County, Georgia
Commission Expires: My Commission Expires Nov. 1, 2002

SCHEDULE A
TO
TRADEMARK TRANSFER AND ASSIGNMENT

Trademark
Pictorial Representation
Media Solutions
International, Inc.

U.S. Patent and Trademark
Office Registration No .
2,250,869
2,252,100