

10-28-2002



102262013

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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 Properties, Inc.

10/21/02

- 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, Maryland 20814**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation **Delaware**
- 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
 - Security Agreement
 - Other Corrective Assignment, Reel 2385, Frame 793, Correction of State of Incorporation of Receiving Party
- Execution Date:

- Merger
- Change of Name

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

A. Trademark Application No.(s)

75/903,731 filed January 27, 2000

B. Trademark Registration No.(s)

1,510,084	2,351,773	1,594,157
2,370,830	1,577,739	910,505
1,560,298	2,415,333	2,557,713

Additional sheet attached? Yes No

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/M-8921

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

7. Total fee (37 CFR 3.41)..... \$ 265.00

- 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):

10/25/2002 DBYRNE 00000145 75903731

DO NOT USE THIS SPACE

01 FC:85219 40.00 OP
02 FC:8522 225.00 OP

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 21, 2002

Date

Total number of pages including cover sheet, attachments, and document: **10**

10-22-2001



101881207

ET

U.S. DEPARTMENT OF COMMERCE

10-15-01

Patent and Trademark Office

FORM PTO-1594

1-31-92

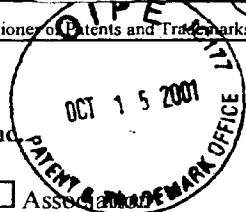
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or certified copy thereof.

1. Name of conveying Party:

Reed Elsevier Properties, 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~~ **Delaware**
- 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
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: August 31, 2001

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

A. Trademark Application No.(s)

75/796,347 filed September 10, 1999
75/903,731 filed January 27, 2000

B. Trademark Registration No.(s)

1,510,084	2,351,773	1,594,157
2,370,830	1,577,739	910,505
1,560,298	2,415,333	

Additional sheet attached? Yes No

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: 10

7. Total fee (37 CFR 3.41)..... \$ 265.00

- 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

TRADEMARK ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made as of the 31st day of August, 2001 between Reed Elsevier Properties Inc., a corporation organized and existing under the laws of the State of Delaware with offices at 1105 North Market Street, Suite 912, Wilmington, Delaware 19801 ("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, Inc., a Massachusetts corporation, Assignor, Assignee and others have entered into an asset sale agreement dated August 15, 2001 (the "Asset Sale Agreement"); 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, to cease the use of, and cause any Affiliate to cease the use of, any and all of the Assigned Property or any derivations thereof.
6. This trademark assignment 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 Properties Inc.

By: _____
Name:
Title:

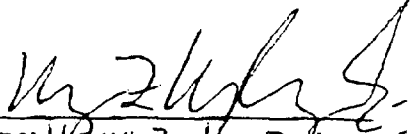
ASSIGNEE:
R.R. Bowker, LLC

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 Properties Inc.

By: 
Name: HENRY Z. HORBALZEWSKI
Title: ATTORNEY-IN-FACT

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							
<i>Mark:</i> AMERICAN BOOK PUBLISHING RECORD							
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
835	United States	16	355931	4/3/70	910505	3/23/71	Registered

<i>Mark:</i> BOOKS IN PRINT							
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
4546	Brazil	local, 16.20	822006294	9/13/99			Pending
4545	Brazil	local, 38.10	822006286	9/13/99			Pending
4544	Brazil	local, 40.15	822006278	9/13/99			Pending
4547	Brazil	local, 9.40	822006260	9/13/99			Pending
1111	Japan	11	2138031	12/13/90	2608085	12/24/93	Registered
871	United States	16	695346	11/13/87	1510084-P	10/25/88	Registered
4157	United States	41	75/719862	6/3/99	2351773	5/23/00	Registered
4151	United States	9	75/737250	6/25/99	2370830	7/25/00	Registered

<i>Mark:</i> BOOKS IN PRINT SUPPLEMENT							
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
883	United States	16	786005	3/13/89	1577739-P	1/16/90	Registered

<i>Mark:</i> BOOKS OUT OF PRINT							
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
4472	United States	42	75/796347	9/10/99			Pending

<i>Mark:</i> CLICK OPEN THE WORLD							
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
4740	United States	35	75/903731	1/27/00			Pending

<i>Mark:</i> EL-HI TEXTBOOKS AND SERIALS IN PRINT							
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
880	United States	16	786002	3/13/89	1560298-S	10/10/89	Registered

<i>Mark:</i> ULRICH'S							
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
1113	Japan	11	2138033	12/13/90	2608086	12/24/93	Registered
1114	Japan	26	2138034	12/13/90	2621521	2/28/94	Registered

<i>Mark:</i> ULRICH'S INTERNATIONAL PERIODICALS DIRECTORY							
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
4177	United States	16	75/729175	6/17/99	2415333	12/26/00	Registered

<i>Mark:</i> CHILDREN'S BOOKS IN PRINT							
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
881	United States	16	786003	3/13/89	1594157	5/1/90	Registered