

11-14-2002



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

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

1. Name of conveying party(ies):

IHS PUBLISHING GROUP, INC., DELEWARE CORP.

10-23-02

- 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: NOVEMBER 17, 1999

2. Name and address of receiving party(ies)

Name: DOUGLAS PUBLICATIONS, INC.

Internal Address:

Street Address: 2807 N. PARHAM RD., STE. 200

City: RICHMOND State: VA Zip: 23294

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State VIRGINIA 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

OFFICE OF PUBL. REC. RECORDS OCT 23 AM 10:02 FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2356532

Additional number(s) attached Yes No

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

Name: R. JOEL ANKNEY, ESQ.

Internal Address: TROUTMAN SANDERS LLP

Street Address: 4425 CORPORATION LN., STE. 420

City: VIRGINIA BEACH State: VA Zip: 23462

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

R. JOEL ANKNEY, ESQ. Name of Person Signing

R. Joe Ankney Signature

OCTOBER 22, 2002 Date

Total number of pages including cover sheet, attachments, and document: 5

11/14/2002 LNUELLER 00000050 2356532

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

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TRADEMARK REEL: 2615 FRAME: 0909

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, dated as of November 17, 1999, is entered into by and between IHS Publishing Group, Inc., a Delaware corporation ("Assignor"), and Douglas Publications, Inc., a Virginia corporation ("Assignee").

Assignor is the exclusive owner of all of the right, title and interest in and to, and has adopted, used and is using the trademarks set forth in Exhibit A attached hereto (the "Marks").

Assignor has filed the applications listed in Exhibit B attached hereto with the U.S. Trademark Office (the "Applications").

Assignor desires to transfer to Assignee, and Assignee desires to acquire from Assignor, the Marks and the Applications, together with the goodwill of the business symbolized by the Marks.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby conveys, sells, transfers, assigns and delivers to Assignee, its successors and assigns, all the right, title and interest of Assignor in and to the Marks and the Applications, together with the goodwill of the business symbolized by the Marks, and any trademark registrations resulting from the Applications.
2. Assignee shall have all right to register, extend, renew, maintain, defend and enforce the Marks and the Applications in its own name in the United States and any foreign country, and Assignor hereby agrees, at Assignee's sole cost and expense, to execute any documents and perform any acts to enable and assist Assignee to register, extend, renew, maintain, defend and enforce the Marks and the Applications and to confirm or record this Assignment in the United States and any foreign country.
3. Assignor hereby assigns to Assignee, its successors and assigns all causes of action and claims of infringement of the Marks under the trademark laws of the United States, foreign countries and international trademark conventions and treaties that have accrued to Assignor as of the date hereof.
4. This Assignment is executed and delivered in conjunction with that Asset Purchase Agreement between the parties and others, dated November 17, 1999.
5. Assignor hereby agrees that this Assignment shall be binding upon its successors and assigns.

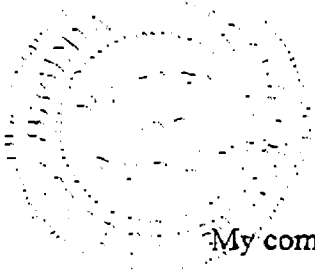
IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed as of the date first appearing above.

IHS PUBLISHING GROUP., INC.

By [Signature]
Name: Stephen Green
Title: Vice President

State of New York)
City/County of New York)

The foregoing instrument was acknowledged before me by Stephen Green
[Name], Vice President [Title], for and on behalf IHS Publishing Group, Inc. this 17 day
of November, 1999.



[Signature]
Notary Public

My commission expires _____

VICTORIA T. FASANO
Notary Public, State of New York
No. 62-405736
Qualified in Westchester County
Commission Expires November 12, 2001

25820

EXHIBIT A

Marks

FACILITYCARE.
COMPLIANCE MAGAZINE

EXHIBIT B

Applications

Mark: COMPLIANCE MAGAZINE
Serial No.: 75-428046
Filing Date: 02/03/1998