

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Faxon Company, Inc.		06/04/2003	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA	
Name:	EBSCO Industries, Inc.
Street Address:	Post Office Box 1943
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	352011943
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9	
Property Type	Number
Registration Number:	2104830
Registration Number:	2104829
Registration Number:	1400965
Registration Number:	1376205
Registration Number:	1365993
Registration Number:	1365994
Registration Number:	1367114
Registration Number:	1359619
Registration Number:	1359618

CORRESPONDENCE DATA	
Fax Number:	(205)488-6369
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	205-521-8369
Email:	njohnson@bradleyarant.com
Correspondent Name:	Nathan W. Johnson

OP \$240.00 2104830

Address Line 1: One Federal Place, 1819 5th Ave. North
Address Line 2: Bradley Arant Rose & White LLP
Address Line 4: Birmingham, ALABAMA 35203-2104

ATTORNEY DOCKET NUMBER:

ROWECOM1

NAME OF SUBMITTER:

Nathan W. Johnson

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AND COPYRIGHTS

This ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AND COPYRIGHTS, dated June 4, 2003 is made and entered into by and between The Faxon Company, Inc., a Massachusetts corporation and a debtor and debtor-in-possession ("Assignor"), and EBSCO Industries, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor (together with certain of its affiliates) and Assignee have executed and delivered that certain Asset Purchase Agreement, dated as of February 28, 2003, as amended (the "Purchase Agreement");

WHEREAS, under the terms of the Purchase Agreement, Assignor (together with certain of its affiliates) agreed to sell to Assignee the Purchased Assets (as defined in the Purchase Agreement);

WHEREAS, Assignor is the owner of United States Registrations and Applications listed below ("Registrations and Applications") as they constitute a portion of and relate to the Purchased Assets, along with the goodwill of the business symbolized thereby:

<u>Mark</u>	<u>U.S. Serial No.</u>	<u>U. S. Reg. No.</u>	<u>Registration Date</u>
FAXON SOURCE	75-093167	2104830	10/14/97
FAXON SOURCE	75-092795	2104829	10/14/97
MICROLINX	73-537941	1400965	7/15/86
INFOSERV	73-496032	1376205	12/17/85
DATALINX	73-444822	1365993	10/15/85
SC-10	73-444823	1365994	10/15/85
LINX	73-444724	1367114	10/22/85
FAXON	73-438385	1359619	9/10/85
FAXON	73-438147	1359618	9/10/85
FAXON	Canadian serial #391638		

WHEREAS, Assignor is the owner of all rights of copyright in and to the works listed below and identified by Copyright Registration Number (the "Copyrights"):

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Knowledge for sale – the future of intellectual property	PA604330	12/23/92
FAXON SOURCE	TXu579743	6/14/93
FAXON FINDER	TX3678661	9/17/93

WHEREAS, Assignor is a debtor and debtor-in-possession in proceedings pending under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Massachusetts (the "Bankruptcy Court"); and

WHEREAS, pursuant to Orders entered by the Bankruptcy Court on March 3, 2003 and April 8, 2003, the Bankruptcy Court has authorized and approved the Purchase Agreement and the transactions contemplated therein, and has authorized and directed the Assignor to make the assignment set forth herein;

NOW, THEREFORE, in consideration of the good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged:

ASSIGNOR hereby irrevocably transfers and assigns to **ASSIGNEE** all of its right, title, and interest in and to the Copyrights, including, without limitation, the contents and components thereof, all past and future editions, all works in progress, all marketing and promotional materials and all registrations and applications thereof, and all of its right, title, and interest in and to the Registrations and Applications, and the trademarks identified therein, along with the goodwill associated therewith, such assignment in each case to include all rights to file for and obtain renewals and extensions, and to prosecute for past infringements.

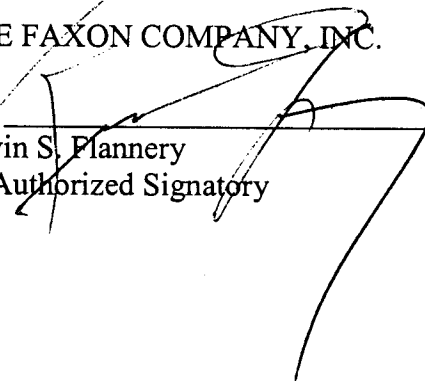
TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, **FOREVER**, from and after the date hereof, subject to the terms, covenants, conditions, and provisions of the Purchase Agreement.

ASSIGNEE HEREBY ACCEPTS the foregoing assignment in accordance with the terms of the Purchase Agreement.

IN WITNESS WHEREOF, this Assignment and Assumption of Trademarks and Copyrights has been executed on the date and year first above written.

ASSIGNOR:


THE FAXON COMPANY, INC.

By: 
Kevin S. Flannery
Its Authorized Signatory

STATE OF Massachusetts)
Suffolk COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Kevin S. Flannery, whose name is signed to the foregoing instrument as an Authorized Signatory of The Faxon Company, Inc., a Massachusetts corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 1st day of June, 2003.


Notary Public

[NOTARIAL SEAL]

My commission expires: June 12, 2009

ASSIGNEE:

EBSCO INDUSTRIES, INC.

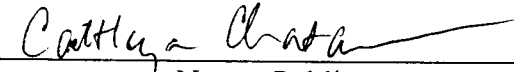
By: 

Richard L. Bozzelli
Vice President and Chief Financial Officer

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Richard L. Bozzelli, whose name is signed to the foregoing instrument as Vice President and Chief Financial Officer of EBSCO Industries, Inc., a Delaware corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 2nd day of June, 2003.


Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 2, 2005
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

[NOTARIAL SEAL]

My commission expires: