

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
RoweCom, 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: 7	
Property Type	Number
Serial Number:	76287852
Serial Number:	75714383
Serial Number:	75555944
Serial Number:	75529685
Registration Number:	2133000
Registration Number:	2124141
Registration Number:	2124143

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
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

OP \$190.00 76287852

ATTORNEY DOCKET NUMBER:

ROWECOM2

NAME OF SUBMITTER:

Nathan W. Johnson

Total Attachments: 3

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ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

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

WITNESSETH:

WHEREAS, Assignor 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 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>
KCENTRAL	76-287852		(filed 7/18/01)
KLIBRARY	75-714383		(filed 5/26/99)
KSTORE	75-555944		(filed 9/21/98)
KWORLD	75-529685		(filed 8/3/98)
R ROWECOM	74-693751	2133000	1/27/98
ROWECOM	74-693752	2124141	12/23/97
SUBSCRIBE	74-694400	2124143	12/23/97

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 assigns to ASSIGNEE 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.

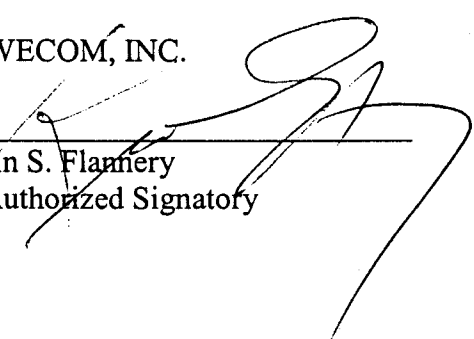
TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, FOREVER, from and after the date hereof, subject to the terms, covenants, conditions, and provisions of the Purchase Agreement.

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

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

ASSIGNOR:


ROWECOM, 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 RoweCom, 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.

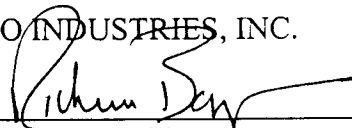

Notary Public

[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 THRU NOTARY PUBLIC UNDERWRITERS

[NOTARIAL SEAL]

My commission expires: