

**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:	5724 Hightway 280 East
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35242
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	75555944	KSTORE
Registration Number:	2133000	R ROWECOM
Registration Number:	2124141	ROWECOM
Registration Number:	2124143	SUBSCRIBE

CORRESPONDENCE DATA	
Fax Number:	(404)685-7070
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4048153770
Email:	caholland@sgrlaw.com
Correspondent Name:	Christopher A. Holland
Address Line 1:	1230 Peachtree St., N.E.
Address Line 2:	Suite 3100
Address Line 4:	Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	043690.000
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NAME OF SUBMITTER:	Christopher A. Holland
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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:


DAWSON INFORMATION QUEST, 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 Dawson Information Quest, Inc., a California 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 15<sup>th</sup> day of June, 2003.

  
Notary Public

[NOTARIAL SEAL]

My commission expires: June 12, 2009

ASSIGNEE:

EBSCO INDUSTRIES, INC.

By: Richard L. Bozzelli  
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.

C. Christ

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: