

07-07-2003



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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies): Business News Publishing Company II, L.L.C. State of Michigan G. LYU3
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Reed Elsevier Inc. Internal Address: Street Address: 125 Park Avenue City: New York State: NY Zip: 10017
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State of Massachusetts
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 Merger
Security Agreement Change of Name
Other
Execution Date: 1/23/01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2062389
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Renee Simonton Internal Address: Street Address: 1105 N. Market Street Suite 900 City: Wilmington State: DE Zip: 19801

7. Total fee (37 CFR 3.41) \$ 40.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number: 180587 (Reed Elsevier Inc.)

DO NOT USE THIS SPACE

9. Signature. Renee Simonton June 12, 2003
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 4

07/07/2003 ECDOPER 00000039 180587 2062389 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: 002771 FRAME: 0249

Trademark Assignment

WHEREAS, REED ELSEVIER INC., a Massachusetts corporation having a principle place of business at 125 Park Avenue, New York, NY (hereinafter, "Assignee"), and BUSINESS NEWS PUBLISHING COMPANY II, L.L.C, a Michigan limited liability company, having a principal business address at P.O. Box 2600, Troy, Michigan 48007 (hereinafter, "Assignor"), entered in to a trademark assignment, effective as of January 23, 2001 (the "Effective Date"), which mistakenly included among the trademarks assigned thereunder by Assignee to Assignor all right, title and interest of Assignee in and to the trademark FOOD MANUFACTURING, including U.S. Trademark Registration No. 2062389 (collectively, the "Mark"); and

WHEREAS, the parties now wish to execute this Trademark Assignment, with effect as of the Effective Date, in order to correctly reflect the parties' intentions with respect to ownership of the Mark.

NOW, THEREFORE, effective as of the Effective Date (the "Assignment") and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and set over to Assignee, for its own use and enjoyment and for the use and enjoyment of its successors, assigns, and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, Assignor's entire right, title and interest in the United States, all foreign countries and jurisdictions and throughout the universe, in the Mark and any renewals thereof, together with the goodwill symbolized by and associated with the business conducted under said Mark, and all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and /or future infringement, damages, or other unauthorized use of the rights assigned to Assignee under this Assignment.

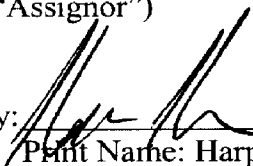
Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereto, to record Assignee as owner of the Mark as assignee of the entire title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby agrees to execute any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred; provided, however, that the provision of the foregoing cooperation and assistance by Assignor shall be at the sole expense of Assignee.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument.

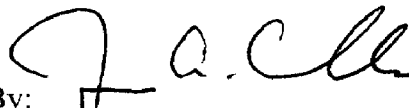
WHEREFORE, Assignor and Assignee have caused this Assignment to be duly Executed below, on the dates indicated by their duly authorized officers.

BUSINESS NEWS PUBLISHING
COMPANY II, L.L.C.
("Assignor")

By: 
Print Name: Harper Henderson
Title: President & COO

Date: 5/27/03

REED ELSEVIER INC.
("Assignee")

By: 
Print Name: Tom Casella
Title: CEO

Date: 6/2/03

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