

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
1612197 Ontario Inc.		04/02/2004	CORPORATION: ONTARIO

RECEIVING PARTY DATA	
Name:	Carswell
Street Address:	1 Corporate Plaza, 2075 Kennedy Road
City:	Scarborough
State/Country:	ONTARIO
Postal Code:	M1T 3V4
Entity Type:	CORPORATION: ONTARIO

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2066409	LEXPERT

CORRESPONDENCE DATA	
Fax Number:	(212)682-0200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-880-6281
Email:	sanger@torys.com
Correspondent Name:	Torys LLP
Address Line 1:	237 Park Avenue
Address Line 4:	New york, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	09828/2004 LEXPERT
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NAME OF SUBMITTER:	Sophie B. Anger
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Total Attachments: 4 source=expert5#page1.tif source=expert6#page1.tif source=expert7#page1.tif source=expert8#page1.tif

CH \$40.00 2066409

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 2, 2004 ("Effective Date") by and between 1612197 Ontario Inc., an Ontario corporation, with its principal office at 3 Caribou Road, Toronto, Ontario, M5N 2A2, ("Assignor") and Carswell, a division of Thomson Canada Limited, an Ontario corporation, with its principal office at 1 Corporate Plaza, 2075 Kennedy Road, Scarborough, Ontario, M1T 3V4 ("Assignee").

The Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor all rights at common law and all rights under statute in and to the trademarks listed in Schedule "A", together with the goodwill of the business associated therewith (collectively, the "Marks").


NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, in all jurisdictions of the world, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured anywhere in the world, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or 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, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.


Assignor will, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively carry out the

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purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in any jurisdiction in the world; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

by: 
Name: John A. Black
Title: President,
1612197 Ontario Inc.

by: 
Name: Don Van Meer
Title: Chief Executive Officer,
Carswell, a division of Thomson
Canada Limited

SCHEDULE "A"

TRADEMARKS

<u>Application No.</u>	<u>Registration No.</u>	<u>Country</u>	<u>Mark</u>
0782360	TMA458131	Canada	LEXPERT
1033574	TMA554041	Canada	LEXPERT
75015868	2066409	United States	LEXPERT
2043387	2043387	United Kingdom	LEXPERT

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