

11-12-2003

1-FORM PTO-1594 (modified)

REC



U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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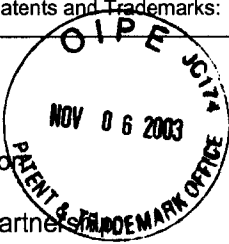
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Seven Bridges Press, LLC

- Individual Association
- General Partnership Limited Partnership
- Corporation:
- Other: Limited Liability Company of NEW YORK

Additional name(s) of conveying party(ies) attached? Yes No



2. Name and address of receiving party(ies):

Name: Congressional Quarterly, Inc.

Street Address: 1255 22nd Street, NW

Washington, DC 20037

Attn: John A. Jenkins

- Individual(s) citizenship: _____
- Association _____
- General Partnership of: _____
- Limited Partnership of: _____
- Corporation: DISTRICT OF COLUMBIA
- 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: October 31, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,620,400
2,634,330

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Raymond Millien, Esq.

Internal Address: PIPER RUDNICK LLP

Street Address: 1200 Nineteenth Street, NW

City: Washington State: DC ZIP: 20036

6. Total number of applications and registrations involved: **2**

7. Total fee (37 C.F.R. § 3.41). \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Raymond Millien, Esq.
Name of Person Signing

Signature

11/06/2003
Date

11/10/2003 ECDOPER 00000212 2620400

Total no. of pages incl. cover sheets, attachments, and document: 7

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

TRADEMARK
REEL: 002861 FRAME: 0278

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this "**Agreement**"), is made and entered into as of this 31st day of October, 2003 between Seven Bridges Press, LLC, a New York limited liability company ("**Assignor**") and Congressional Quarterly, Inc., a District of Columbia corporation ("**Assignee**").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of October 31, 2003 (the "**Asset Purchase Agreement**") (unless otherwise specified, all other capitalized terms used herein are as defined in the Asset Purchase Agreement); and

WHEREAS, pursuant to Section 1.1(a) of the Asset Purchase Agreement, Assignor has agreed to assign and transfer to Assignee all of Assignor's right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00), the mutual agreements of the parties set forth in the Asset Purchase Agreement and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, and upon the terms set forth herein, agree as follows:

1. **Assignment**. The Assignor does hereby irrevocably assign, sell, transfer and set over to Assignee, its successors and assigns, its entire right, title and interest in, to and under the Intellectual Property set forth on Exhibit A hereto (the "**Assigned Intellectual Property**") throughout the world, including any and all causes of action and rights to damages and profits, due or accrued, relating to the foregoing, including the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilutions. The foregoing assignment is made in connection with the purchase of an ongoing business by Assignee to which the Assigned Intellectual Property pertains.

2. **Successors and Assigns**. All of the terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, Assignor, Assignee and their respective successors and assigns.

3. **No Effect on Asset Purchase Agreement**. Nothing contained in this Agreement shall supersede, modify, limit, eliminate or otherwise affect any of the representations and warranties, covenants, agreements or indemnities set forth in the Asset Purchase Agreement. This Agreement is entered into and delivered pursuant to Section 1.6 of the Asset Purchase Agreement, and nothing herein shall be construed to modify, terminate or merge any rights any party thereto may have pursuant to the terms thereof. In the event of any inconsistency or conflict between the terms of the Asset Purchase Agreement and the terms of this Agreement, the terms of the Asset Purchase Agreement shall prevail.

4. **Further Assurances.** Assignor and Assignee shall, and shall cause each of their affiliates to, from time to time, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by the other party, to vest in Assignee title to the Assigned Intellectual Property in accordance with this Agreement and the Asset Purchase Agreement, and otherwise to confirm the rights and obligations of the parties hereunder and to consummate the transactions contemplated hereby.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

6. **Counterparts.** This Agreement may be signed in counterparts, all of which, taken together, shall be deemed to constitute one original Agreement.

[Signatures appear on next page]

OCT. -30' 03 (THU) 15:01 SEVEN BRIDGES PRESS

TEL: 12125294749

P. 006

Oct 30 2002 3:10PM SILVERSTEIN LANGER

2123025788

IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property Agreement to be duly executed on the date first above written:

SEVEN BRIDGES PRESS, LLC

By: Ted L. Bolen
Name: TED L. BOLEN
Title: MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me this 30th day of October, 2002, by Ted L. Bolen, as Member of Seven Bridges Press, LLC, a New York limited liability company, on behalf of such limited liability company.

[Signature]

(Seal)

Notary Public in and for
the State of New York

My commission expires: 5/31/05

MORTON NEWBURGH
NOTARY PUBLIC, State of New York
No. 02NE4698258
Qualified in New York County
Commission Expires May 31, 2005

**SIGNATURE PAGE TO ASSIGNMENT OF
INTELLECTUAL PROPERTY AGREEMENT**

CONGRESSIONAL QUARTERLY, INC.

By:

Name:

Title:

[Handwritten Signature]
John A. Jenkins
SVP

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me this ____ day of October, 2003, by _____, as _____ of Congressional Quarterly, Inc., a District of Columbia corporation, on behalf of such corporation.

_____ {Seal}

Notary Public in and for the District of Columbia

My commission expires: _____

District of Columbia : SS
Subscribed and Sworn to before me, in my presence,
this 30th day of October, 2003
[Handwritten Signature]
Carmen Jones-Clad, Notary Public, D.C.
My commission expires July 14, 2008

SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

Exhibit A

Assigned Intellectual Property

REGISTERED TRADEMARKS

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
U.S.	CHATHAM HOUSE	2620400	9/17/02
U.S.	CHATHAM HOUSE	2634330	10/15/02

UNREGISTERED TRADEMARKS

None.

COPYRIGHTS

<u>Jurisdiction</u>	<u>Copyright</u>	<u>Registration Number</u>	<u>Registration Date</u>
	See attached.		