

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
randmcnally.com inc.		10/31/2003	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Rand McNally & Company
<b>Street Address:</b>	8255 North Central Park Avenue
<b>City:</b>	Skokie
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60076
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2743657	ROAD EXPLORERS

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)861-2200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	312-861-2000
<b>Email:</b>	ccasey@kirkland.com
<b>Correspondent Name:</b>	Krista L. Nunemaker
<b>Address Line 1:</b>	200 East Randolph Drive
<b>Address Line 2:</b>	Suite 4800
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	RANDMCNALLY.COM
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<b>NAME OF SUBMITTER:</b>	Christine A. Casey
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<b>Total Attachments: 2</b>
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source=randmcnallycom#page2.tif

CH \$40.00 2743657

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 31, 2003 ("Effective Date") by and between randmcnally.com inc., a Delaware corporation, with its principal office at 8255 North Central Park Avenue, Skokie, Illinois 60076 ("Assignor"), and Rand McNally & Company, a Delaware corporation, with its principal office at 8255 North Central Park Avenue, Skokie, Illinois 60076 ("Assignee").

WHEREAS, Assignor has adopted, used and is using the trademarks set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks");

WHEREAS, Assignee is desirous of acquiring 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, for the United States and for all foreign countries, 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 under the laws of the United States or any foreign country, 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.

\* \* \* \* \*

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

**RANDMCNALLY.COM INC.**

By Norman Smagley  
Name: Norman Smagley  
Its: Chief Financial Officer

**RAND MCNALLY & COMPANY**

By Norman Smagley  
Name: Norman Smagley  
Its: Sr. VP and Chief Financial Officer

**SCHEDULE A**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>
ROAD EXPLORERS	2,743,657