

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automated Document Exchange Services, Inc.		10/01/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	MSDSOnline Inc.
Street Address:	350 N. Orleans
Internal Address:	Suite 950
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60654
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Registration Number:	2665865	MSDSONLINE
Registration Number:	2637730	MSDSONLINE
Registration Number:	2637727	MSDSONLINE
Registration Number:	2697272	MSDSADVANTAGE
Registration Number:	2665866	MSDSADVANTAGE
Registration Number:	2819478	BINDERVIEW
Registration Number:	2816918	BINDERVIEW
Registration Number:	2792201	BINDERSYNC
Registration Number:	2867240	BINDERSYNC

CORRESPONDENCE DATA	
Fax Number:	(312)857-7095
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-857-7079
Email:	scarter@kelleydrye.com

CH \$240.00 2665865

Correspondent Name: Kelley Drye & Warren LLP  
Address Line 1: 333 West Wacker Drive  
Address Line 2: Suite 2600  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:

16029-0002

NAME OF SUBMITTER:

Stephanie E. Carter

Total Attachments: 3

source=Trademark Assignment#page1.tif

source=Trademark Assignment#page2.tif

source=Trademark Assignment#page3.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of this 1st day of October 2004, by Automated Document Exchange Services Inc., a Delaware corporation ("Assignor").

WHEREAS, pursuant to that certain Contribution and Assumption Agreement (the "Agreement"), dated as of the date hereof, by and between Assignor and MSDSONLINE Inc., a Delaware corporation ("Assignee"), Assignor has transferred and assigned, among other things, all of Assignor's right, title and interest in and to the following trademarks (the "Marks"):

Mark	Registration Number
MSDSONLINE (& Design)	2,665,865
MSDSONLINE (Word Mark)	2,637,730
MSDSONLINE (Stylized)	2,637,727
MSDSADVANTAGE (Stylized)	2,697,272
MSDSADVANTAGE (Word Mark)	2,665,866
BinderView (Word Mark)	2,819,478
BinderView (& Design)	2,816,918
BinderSync (& Design)	2,792,201
BinderSync (Word Mark)	2,867,240

NOW THEREFORE, in consideration of the promises and covenants contained herein and the mutual promises, covenants, warranties and representations contained in the Agreement, the parties hereby agree as follows:

1. Assignment. The Assignor hereby assigns, transfers and conveys to Assignee and its successors and assigns, all of Assignor's right, title, and interest in and to the Marks, and any and all registrations and applications therefor, as used in the United States and throughout the rest of the world, together with the goodwill of the business associated therewith, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's 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, and together with 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 damages and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (except for subparagraph (c) below, which shall be at the expense of Assignor) (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney, exhibits, specimens or other documentation as may be reasonably required):

(a) in the preparation, maintenance and prosecution of any applications or registrations or any applications for renewal of registrations covering the Marks in the United States and throughout the world;

(b) in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with the Marks anywhere in the world, including, but not limited to, testifying as to any facts relating to the trademark assigned herein and this Assignment; and

(c) in the perfection of Assignor's title to the Marks in the United States and the assignment of the Marks to Assignee under this Assignment.

3. Miscellaneous.

(a) This Assignment shall be governed by and construed in all respects in accordance with the laws of the State of Delaware without regard to its conflicts of law rules.

(b) Assignor and Assignee agree that this Assignment shall inure to the benefit of and be binding upon each of their respective agents, representatives, shareholders, officers, directors, employees, assigns, heirs, subsidiaries, parent companies, and predecessor or successor companies.

(c) This Assignment and the Agreement constitute the entire agreement between the parties, and supersedes any and all prior agreements or understandings, written or oral, between them relating to the subject matter hereof. No other promises or agreements shall be binding upon the parties with respect to this subject matter unless contained in this Assignment or the Agreement or are separately agreed to in writing and signed by an authorized representative of each of the parties.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed under seal as of the day and year first above written.

Automated Document Exchange Services Inc.

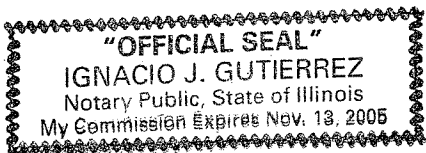
By Greg Sully  
Its CEO

State of Ill

County of Cook

On this 25 day of October, 2004, before me personally appeared Gregory T. Buchholz, to me personally known, who being by me duly sworn (or affirmed), did say that he is the \_\_\_\_\_ of Automated Document Exchange Services Inc., a Delaware corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the same on behalf of the corporation.

Witness my hand and seal this 25 day Oct, 2004.



Ignacio J. Gutierrez  
Notary Public

My commission expires 11-13-05.