TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Bill of Sale; Assignment and Assumption Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Taylor & Francis Group, LLC		101/01/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Agra Informa, Inc.
Street Address:	1725 K Street, NW
Internal Address:	Suite 506
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1768638	FOOD CHEMICAL NEWS
Registration Number:	2641308	FOOD TRACEABILITY REPORT
Registration Number:	1777840	
Registration Number:	2600676	
Registration Number:	2628018	
Registration Number:	1768637	PESTICIDE AND TOXIC CHEMICAL NEWS
Registration Number:	1778914	PESTICIDE CHEMICAL NEWS GUIDE
Registration Number:	1823364	PESTICIDE CHEMICAL NEWS GUIDE
Registration Number:	1778915	THE FOOD CHEMICAL NEWS GUIDE
Registration Number:	1913939	THE FOOD CHEMICAL NEWS GUIDE

CORRESPONDENCE DATA

Fax Number: (781)622-5933

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 781-622-5930
Email: TFD@mbbp.com
Correspondent Name: Thomas F. Dunn
Address Line 1: 1601 Trapelo Road

Address Line 2: Suite 205

Address Line 4: Waltham, MASSACHUSETTS 02451

NAME OF SUBMITTER:	Steven S. Konowitz
Signature:	/Steven S. Konowitz/
Date:	02/16/2006

Total Attachments: 7

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BILL OF SALE; ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale; Assignment and Assumption Agreement is made this 1st day of January, 2005 by and between Agra Informa, Inc., a Delaware corporation ("Buyer") and Taylor & Francis Group, LLC, a Delaware limited liability company ("Seller").

BACKGROUND

- 1. Buyer and Seller are both indirect wholly owned subsidiaries of T&F Informa Group plc (the "Ultimate Parent Entity").
- 2. Prior to the date hereof, the Ultimate Parent Entity restructured its U.S. subsidiaries (the "Restructuring") as follows:
- a. Taylor & Francis Group Ltd sold 100% of the capital stock of Taylor & Francis [Publishers] Inc. to Informa USA Inc. (the "Stock Sale Transaction").
- b. Following the Stock Sale Transaction, Taylor & Francis [Publishers], Inc. was merged (the "Initial Merger") with and into Informa USA, Inc. causing Taylor & Francis Books, Inc. and Taylor & Francis, Inc. to be wholly owned subsidiaries of Informa USA, Inc.
- c. Immediately following the Initial Merger, Taylor & Francis Books, Inc., Taylor & Francis, Inc. and CRC Press, LLC were merged with and into Seller, causing Food Chemical News ("FCN") to become a division of Seller which is currently operating in Washington, D.C
- 3. Effective immediately upon the consummation of the Restructuring, Seller desires to sell and assign to Buyer, and Buyer desires to purchase and assume from Seller, the FCN Assets and Assumed Liabilities (as hereinafter defined).

NOW, THEREFORE, intending to be legally bound, and in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

- A. <u>Sale of Assets</u>: Seller does hereby grant, bargain, sell, transfer, assign, convey and deliver unto Buyer, all right, title and interest in and to the Assets set forth on <u>Exhibit A</u> hereto (the "FCN Assets"), and Buyer does hereby purchase such FCN Assets from Seller. The purchase price for the FCN Assets shall be the book value of such FCN Assets on December 31, 2004. The consideration will be left outstanding as an inter-company balance.
- B. Assignment and Acceptance. Seller hereby assigns to Buyer, and Buyer hereby assumes, the Assumed Liabilities. "Assumed Liabilities" means all debts, liabilities and obligations of any nature whatsoever, whether accrued or fixed, absolute or contingent, mature or unmatured or determined or determinable, including those arising under any law, rule or regulation, and those arising under any contract, agreement, commitment or undertaking (collectively, "Liabilities") arising from or related to the FCN Assets [arising after the Effective Time (as defined herein)]. Buyer does not, and shall not, assume, acquire, or otherwise be or become responsible or liable for any Liabilities other than the Assumed Liabilities.
- C. <u>Modification and Assignment</u>. The agreements contained herein may not be modified or terminated orally and shall be binding upon the successors and assigns of the undersigned.

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- D. <u>Effective Time</u>. The effective time of this Agreement shall be 12:01 a.m. on January 1, 2005 (the "Effective Time").
- E. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.
- F. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed and delivered as of the date first above written.

SELLER:

Taylor & Francis Group, LLC

Name: Timothy Emmett Dages Title: Secretary IT reasover

BUYER:

Agra Informa, Inc.

By:___ Name: Title:

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- D. <u>Effective Time</u>. The effective time of this Agreement shall be 12:01 a.m. on January 1, 2005 (the "Effective Time").
- E. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.
- F. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

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By:	 	 	
Name:			
Title:			

#### BUYER:

Agra Informa, Inc.	
By Miller Miller	
Name: WILLIAM /K. PELOMAN	

Title: PRESIDENT

## **EXHIBIT A**

# **ASSETS**

- 1. Intellectual Property
- 2. Office equipment and fixtures of FCN at the offices in Washington D.C.
- 3. Trade debtors and other debtor balances
- 4. Cash

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Phone:

(215) 569-5767

Fax:

(215) 832-5767

Email:

perry@blankrome.com

November 15, 2005

# VIA FEDERAL EXPRESS®

Steven S. Konowitz, Esquire Konowitz & Greenberg, P.C. 110 Cedar Street Wellesley Hills, MA 02481-3527

Re: Transfer of Trademark Files

Dear Steven:

Pursuant to your instruction, please find enclosed the trademark files listed below which we have maintained for T&F Group, LLC and are now owned by Agra Informa, Inc. We are transferring the files to your office for handling, and will remove the marks from our docketing system. Kindly file the necessary assignments and Powers of Attorney to ensure proper handling of Patent and Trademark Office correspondence.

MARK Miles	REGISTRATION NO.
FOOD CHEMICAL NEWS	1,768,638
FOOD LABELING & NUTRITION NEWS	2,033,178 Cancelled
FOOD TRACEABILITY REPORT	2,641,308
	2,600,676

One Logan Square 18th & Cherry Streets Philadelphia, PA 19103-6998 www.BlankRome.com

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MARK HILL HILL HILL HILL HILL HILL HILL HIL	REGISTRATION NO.
	1,881,023
	1,789,350
VITAMIN RIBOFLAVIN CONTAINS COLORING VERY LOW and Design	1,780,272 Cancelled
PESTICIDE AND TOXIC CHEMICAL NEWS	1,768,637
PESTICIDE CHEMICAL NEWS GUIDE	1,823,364
PESTICIDE CHEMICAL NEWS GUIDE	1,778,914

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MARK MARK	REGISTRATION NO.
THE FOOD CHEMICAL NEWS GUIDE	1,913,939
THE FOOD CHEMICAL NEWS GUIDE	1,778,915
	1,777,840

Please return a signed copy of this letter as acknowledgement of the foregoing.

If you have any questions, please feel free to contact me.

Sincerely yours,

DAVID M. PERRY

DMP:rg Enclosures

T. Emmett Dages cc:

Lewis J. Hoch, Esquire

Acknowledgement of Receipt:

10 B. Henly Date: 11/18/05

RECORDED: 02/16/2006

TRADEMARK REEL: 003248 FRAME: 0732

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