

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
OCLC Online Computer Library Center, Inc.		08/09/2002	CORPORATION: OHIO
OCLC Information Distribution, Inc.		08/09/2002	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	ProQuest Information and Learning Company		
Street Address:	300 North Zeeb Road		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48106		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2419989	METATEXT	
Registration Number:	2671517	METATEXT DIGITAL TEXTBOOKS	
CORRESPONDENCE DATA			
Fax Number:	(202)408-4400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202.408.4000		
Email:	docketing@finnegan.com		
Correspondent Name:	Christina J. Hieber		
Address Line 1:	901 New York Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	07662.0999 - METATEXT		
NAME OF SUBMITTER:	Christina J. Hieber		

OP \$65.00 2419989

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TRADEMARK
REEL: 003300 FRAME: 0001

Signature:	/christina j hieber/
Date:	05/01/2006
Total Attachments: 3 source=0008068#page1.tif source=0008068#page2.tif source=0008068#page3.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks dated as of August 10, 2002 ("Effective Date") is made by OCLC ONLINE COMPUTER LIBRARY CENTER, INC., an Ohio nonprofit corporation, and OCLC INFORMATION DISTRIBUTION, INC., a Delaware corporation, jointly and severally (together, "Assignor") whose address is 6565 Frantz Road, Dublin, Ohio 43017-3395 to PROQUEST INFORMATION AND LEARNING COMPANY, a Delaware corporation ("Assignee") whose address is 300 North Zeeb Road, Ann Arbor, Michigan 48106-1346.

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of the Effective Date (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the MetaText Assets, including without limitation the Marks. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of the following Marks and all other Marks:

USPTO Serial Number	Reg. Number	Word Mark
76309548		METATEXT DIGITAL TEXTBOOKS
75671358	2419989	METATEXT

AGREEMENT

Accordingly, Assignor, for and in exchange for the payment of the Purchase Price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all of Assignor's rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to the principles of conflicts of laws thereof.

In this Assignment of Trademarks, capitalized terms used without separate definition have the meanings given to them in the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

This Assignment of Trademarks is executed and delivered as of the Effective Date.

ASSIGNOR:

OCLC Online Computer Library Center, Inc.
an Ohio nonprofit corporation

By: [Signature]
Its: Treasurer

OCLC Information Distribution, Inc.
a Delaware corporation

By: [Signature]
Its: Treasurer

ASSIGNEE:

ProQuest Information and Learning Company
a Delaware corporation

By: _____
Its: _____

State of Ohio
County of Franklin

On this 9th day of August, 2002, before me personally appeared Rick J. Schwieterman, Treasurer of OCLC Online Computer Library Center, Inc. and OCLC Information Distribution, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Signature]
Notary Public

State of Michigan
County of Washtenaw

On this _____ day of August, 2002, before me personally appeared _____, the _____ of ProQuest Information and Learning Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

This Assignment of Trademarks is executed and delivered as of the Effective Date.

ASSIGNOR:

OCLC Online Computer Library Center, Inc.
an Ohio nonprofit corporation

By: _____
Its: _____

OCLC Information Distribution, Inc.
a Delaware corporation

By: _____
Its: _____

State of Ohio
County of Franklin

On this _____ day of August, 2002, before me personally appeared _____, the _____ of OCLC Online Computer Library Center, Inc. and OCLC Information Distribution, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

State of Michigan
County of Washtenaw

On this 9th day of August, 2002, before me personally appeared Todd W. Buchardt, the Vice President of ProQuest Information and Learning Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Judith L. Angeles
Notary Public

JUDITH L. ANGELOS
Notary Public, Oakland County, Michigan
Acting in Washtenaw County
My Commission Expires 10-15-2003