

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
The American Genealogical Lending Library, Inc.		08/16/2001	CORPORATION: UTAH
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2382248	HERITAGE QUEST	
CORRESPONDENCE DATA			
Fax Number:	(202)408-4400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2024084000		
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 - HERIT QUEST		
NAME OF SUBMITTER:	Christina J. Hieber		
Signature:	/christina j hieber/		
Date:	05/01/2006		

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REEL: 003300 FRAME: 0006

Total Attachments: 6

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EXHIBIT C

FORM OF BILL OF SALE AND ASSIGNMENT OF INTANGIBLES

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, THE AMERICAN GENEALOGICAL LENDING LIBRARY, INC., a Utah corporation (the "Seller"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to PROQUEST INFORMATION AND LEARNING COMPANY, a Delaware corporation (the "Buyer"), all right, title and interest in and to the following:

1. other than cash (and cash equivalents), all of the assets reflected in Section 4.10 of the Disclosure Schedule (as defined below);
2. the Fixtures and Equipment;
3. the HQ Receivables;
4. the HQ Leased Property;
5. the HQ Inventory;
6. the HQ Intellectual Property, including, without limitation, the right to use all the HQ Intellectual Property and create any derivations or combinations thereof, together with all registrations thereof, applications therefor and licenses thereof, and the right to sue and collect the same for its own account, for future infringement with respect to any of the HQ Intellectual Property, and all rights to receive royalties associated with any of the HQ Intellectual Property that arise after the Closing Date;
7. all business records and files, including without limitation, customer and subscriber lists, but excluding the Excluded Customer/Subscriber Lists, sales orders, purchase orders, manufacturing records, supplier lists, and sales and promotional literature and all related software and accounting systems;
8. the HQ Names;
9. all internet websites and domain names and all of the documentation and specifications related to or derived from creating and maintaining them; and
10. the "goodwill" of the HQ Business (but excluding any goodwill associated with the Sierra Trademarks and Logos).

as each such capitalized term is defined in the Asset Purchase Agreement dated as of August 16, 2001, by and between Buyer, Seller and Sierra On-Line, Inc., a Delaware corporation (the "Agreement"). Buyer hereby acknowledges that Seller is making no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Agreement, which representations and warranties are hereby confirmed. Seller for itself, its successors and assigns hereby covenants and agrees that, at any time and from time to time

forthwith upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed, transferred and delivered by this Bill of Sale and Assignment of Intangibles.

This Bill of Sale and Assignment of Intangibles is being executed and delivered by Seller pursuant to the terms of the Agreement.

[Signature Page Follows]

Executed this 16th day of August, 2001.

THE AMERICAN GENEALOGICAL LENDING
LIBRARY, INC.
a Utah corporation

By: 

Name: *W. Vanhal*

Title: *President*

Schedule 4.6(c)

Registered Copyrights, Trademarks,
Patents and Patent Applications of AGLL

Copyrights

None

Trademarks

1. Heritage Quest
2. Family Quest Archives (Pending)

Federal/State

Federal
Federal

Reg. #

2,382,248

Reg. Date

9/5/00

Patents

None

Patent Applications

None

orders, manufacturing records, supplier lists, and sales and promotional literature and all related software and accounting systems;

(i) the HQ Names;

(j) all internet websites and domain names and all of the documentation and specifications related to or derived from creating and maintaining them; and

(k) the "goodwill" of the HQ Business (but excluding any goodwill associated with the Sierra Trademarks and Logos).

"HQ Business" shall mean the business of gathering, extracting, organizing, developing, publishing, marketing, and otherwise exploiting genealogical data, publications, software, websites, and other products and services, as currently (as of the Closing Date) and historically conducted by AGLL, in conjunction with Sierra, under the "Heritage Quest" name, but excluding the product known as "Generations", and the Image Notation System, and Sierra Database.

"HQ Contracts" shall mean all Contracts related exclusively to, or necessary for (i) the conduct (as of the Closing Date) of, the HQ Business or (ii) the ownership of the HQ Assets. Notwithstanding the foregoing, HQ Contracts shall not include that certain Site Sponsorship Agreement, dated as of January 22, 1998, between Sierra and Cynthia L. Howells, together with any amendments, supplements or addendums thereto,

"HQ Intellectual Property" shall mean all patents, trademarks, trade names, identifying logos, service marks and copyrights, any applications for and registrations of such patents, trademarks, trade names, service marks and copyrights, and all processes, formulae, methods, schematics, technology, know-how, computer software programs or applications, tangible or intangible proprietary information or material, waivers or licenses of publicity or privacy rights or any other third party licenses (collectively, "IPR") that are exclusively related to or necessary for the conduct of the HQ Business as currently conducted (as of the Closing Date), all publications produced in the conduct of the HQ Business, and the HQ Proprietary Information. Notwithstanding the foregoing and for the avoidance of doubt, "HQ Intellectual Property" shall not include all or any part of the Image Notation System or the Sierra Database or any licenses or rights whatsoever therein.

"HQ Inventory" shall mean all goods, materials and supplies held for sale, lease or rental in the HQ Business, including without limitation all microfilm, microfiche, and computer diskettes used to create such inventory.

"HQ Liabilities" shall mean (i) all obligations of Sierra and AGLL arising out of or under the HQ Contracts from and after the Closing Date; it being understood that, notwithstanding this clause (i), Buyer shall not assume any liability of Sierra or AGLL arising out of events that occur on or prior to the Closing Date or for payments due before the Closing Date unless such liability or payment is covered by one or more other clauses of this definition, (ii) the HQ Assumed Employee Liabilities, and (iii) all liabilities arising out of, resulting from or relating to events or occurrences happening after the Closing Date with respect to the HQ Assets "HQ Liabilities" shall expressly exclude the HQ Payables.

"HQ Names" shall mean the names "Heritage Quest," "American Genealogical Lending Library, Inc." and "Genealogydatabase.com" and all variations thereof, including internet domain names, and all identifying symbols and logos of Sierra that are used in the conduct of the HQ Business other than the Sierra Trademarks and Logos, as defined in Section 6.4.

"HQ Payables" shall mean all accounts payable of AGLL and the accounts payable of Sierra that arise out of the Sierra HQ Assets in each case that arise or become due prior to the Closing Date.

"HQ Personnel" shall mean the employees of AGLL who work primarily in the HQ Business, all of whom are identified on Schedule 4.15 of the Disclosure Schedules.

"HQ Proprietary Information" shall mean, all data, information, lists, data bases, reports and records derived solely from the conduct of the HQ Business, including without limitation all data bases of census data, social security data, and other genealogical information and, together with all microfilm, microfiche, software and other media on which such data is stored, recorded, held, encoded but not including the Sierra Database, but excluding the Sierra Database and the Excluded Customer/Subscriber Lists.

"HQ Receivables" means all accounts and payment intangibles (as defined in the Utah Uniform Commercial Code) of AGLL and the accounts and payment intangibles of Sierra that arise out of the Sierra HQ Assets used in the conduct of the HQ Business on or prior to the Closing Date.

"Image Notation System" shall mean all technology, trade secrets, mask works, copyrights, trademarks, service marks, patents, patent applications, patent divisions, continuations, continuation-in-part and substitute applications, reissues, reexaminations and extensions relating to software which allows the input, storage and superimposition of individual users' annotations on the images displayed by a online database.

"Income Statements" shall mean the pro forma statements of income for the HQ Business for (i) the 12 month period ended as of December 31, 2000, and (ii) the six month period ended as of June 30, 2001 together with the notes and disclaimers thereon, copies of which are included in Section 4.10 of the Disclosure Statement.

"Material Adverse Effect" means, when used in connection with any Person, any change, effect, event, occurrence, condition or development (other than matters relating to general economic conditions or such Person's industry as a whole, and other than matters resulting primarily from the announcement of the existence or terms of this Agreement) that is materially adverse (i.e., an effect of more than \$25,000 in damage, liability or cost individually or in the aggregate from the applicable event or circumstance) to the business, assets, liabilities, properties, results of operations, financial condition or prospects of such Person, if any, taken as a whole; and the terms "Material" and "Materially" have correlative meanings.

"Person" shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.