

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
Reed Elsevier Properties, Inc.		08/31/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	R.R. Bowker, L.L.C.
Street Address:	7200 Wisconsin Avenue
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1510084	BOOKS IN PRINT
Registration Number:	2370830	BOOKS IN PRINT
Registration Number:	1560298	EL-HI TEXTBOOKS AND SERIALS IN PRINT
Registration Number:	2351773	BOOKS IN PRINT
Registration Number:	1577739	BOOKS IN PRINT SUPPLEMENT
Registration Number:	2415333	ULRICH'S INTERNATIONAL PERIODICALS DIRECTORY
Registration Number:	1594157	CHILDREN'S BOOKS IN PRINT
Registration Number:	0910505	AMERICAN BOOK PUBLISHING RECORD
Serial Number:	75796347	BOOKS OUT OF PRINT
Serial Number:	75903731	CLICK OPEN THE WORLD

CORRESPONDENCE DATA	
Fax Number:	(202)393-5350
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202 638 6666

OP \$265.00 1510084

Email: dmccoy@jhip.com
Correspondent Name: Simor L. Moskowitz
Address Line 1: 400 Seventh Street, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	BOWKER
NAME OF SUBMITTER:	Simor L. Moskowitz
Signature:	/Simor L. Moskowitz/
Date:	08/26/2006

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made as of the 31st day of August, 2001 between Reed Elsevier Properties Inc., a corporation organized and existing under the laws of the State of Delaware with offices at 1105 North Market Street, Suite 912, Wilmington, Delaware 19801 ("Assignor"), and R.R. Bowker, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and logos listed on Schedule A hereto (collectively, the "Trademarks") and the goodwill of the business symbolized thereby (together with the Trademarks, the "Assigned Property");

WHEREAS, Assignor agrees to assign its entire right, title and interest in and to the Assigned Property to Assignee;

WHEREAS, Assignee agrees to acquire Assignor's entire right, title and interest in and to the Assigned Property and to become the successor to the portion of Assignor's business to which any Trademarks filed on the basis of intent-to-use apply, which business is ongoing and existing;

WHEREAS, Reed Elsevier, Inc., a Massachusetts corporation, Assignor, Assignee and others have entered into an asset sale agreement dated August 15, 2001 (the "Asset Sale Agreement"); and

WHEREAS, the execution of this Assignment is subject to the consummation of the transactions contemplated by the Asset Sale Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Capitalized terms used and not otherwise defined in this Assignment shall have the meaning given to such terms in the Asset Sale Agreement.
2. Assignor hereby assigns to Assignee, its successors and assigns, its entire right, title and interest in and to the Assigned Property, all income, royalties, damages, and payments now or hereafter due or payable in respect to the Assigned Property (excluding such income, royalties and payments due from or payable by any Affiliate of Assignor and accrued prior to the date of this Assignment), and all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future

infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights corresponding thereto throughout the world.

3. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, and any official of any country or countries foreign to the United States whose duty it is to record the Trademark registrations, applications and title thereto, to record the Assigned Property as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.
4. Assignor further agrees, without further consideration and at Assignee's expense, to execute such further documents as Assignee may reasonably request to fully effectuate this Assignment including, but not limited to, the execution of assignments in recordable form in each jurisdiction where Trademark registrations or applications for the Trademarks may be issued or pending.
5. Assignor hereby agrees and covenants to, immediately upon the execution of this Assignment, to cease the use of, and cause any Affiliate to cease the use of, any and all of the Assigned Property or any derivations thereof.
6. This trademark assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.


This 31st day of August 2001.

ASSIGNOR:
Reed Elsevier Properties Inc.

By: _____
Name:
Title:

ASSIGNEE:
R.R. Bowker, LLC

By: Cambridge Information Group, Inc., as sole
Member and Manager

By: 
Name: Robert N. Snyder
Title: Chairman

This 31st day of August, 2001.

ASSIGNOR:

Reed Elsevier Properties Inc.

By: Name: HENRY Z. HORBALZEWSKITitle: ATTORNEY-IN-FACT

ASSIGNEE:

R.R. Bowker, L.L.C.

By Cambridge Information Group, as sole
Member and Manager

By: _____

Name: Robert N. Snyder

Title: Chairman

<i>Mark:</i>		ULRICH'S					
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
1113	Japan	11	2138033	12/13/90	2608086	12/24/93	Registered
1114	Japan	26	2138034	12/13/90	2621521	2/28/94	Registered

<i>Mark:</i>		ULRICH'S INTERNATIONAL PERIODICALS DIRECTORY					
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
4177	United States	16	75/729175	6/17/99	2415333	12/26/00	Registered

<i>Mark:</i>		CHILDREN'S BOOKS IN PRINT					
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
881	United States	16	786003	3/13/89	1594157	5/1/90	Registered

Schedule A

TM Registrations							
<i>Mark:</i> AMERICAN BOOK PUBLISHING RECORD							
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
835	United States	16	355931	4/3/70	910505	3/23/71	Registered

<i>Mark:</i> BOOKS IN PRINT							
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
4546	Brazil	local, 16.20	822006294	9/13/99			Pending
4545	Brazil	local, 38.10	822006286	9/13/99			Pending
4544	Brazil	local, 40.15	822006278	9/13/99			Pending
4547	Brazil	local, 9.40	822006260	9/13/99			Pending
1111	Japan	11	2138031	12/13/90	2608085	12/24/93	Registered
871	United States	16	695346	11/13/87	1510084-P	10/25/88	Registered
4157	United States	41	75/719862	6/3/99	2351773	5/23/00	Registered
4151	United States	9	75/737250	6/25/99	2370830	7/25/00	Registered

<i>Mark:</i> BOOKS IN PRINT SUPPLEMENT							
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
883	United States	16	786005	3/13/89	1577739-P	1/16/90	Registered

<i>Mark:</i> BOOKS OUT OF PRINT							
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
4472	United States	42	75/796347	9/10/99			Pending

<i>Mark:</i> CLICK OPEN THE WORLD							
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
4740	United States	35	75/903731	1/27/00			Pending

<i>Mark:</i> EL-HI TEXTBOOKS AND SERIALS IN PRINT							
ID	Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
880	United States	16	786002	3/13/89	1560298-S	10/10/89	Registered