

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROQUEST INFORMATION AND LEARNING LLC		07/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Internet-Journals, Inc. dba "The Berkeley Electronic Press" and as "bepress"		
Street Address:	2809 Telegraph Ave., Suite 202		
City:	Berkeley		
State/Country:	CALIFORNIA		
Postal Code:	94705		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77171944	DIGITAL COMMONS	
CORRESPONDENCE DATA			
Fax Number:	(415)393-2286		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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Email:	beth.parker@bingham.com		
Correspondent Name:	Beth H. Parker, Bingham McCutchen LLP		
Address Line 1:	Three Embarcadero Center		
Address Line 4:	San Francisco, CALIFORNIA 94111-4067		
ATTORNEY DOCKET NUMBER:	3006439-0000325806		
NAME OF SUBMITTER:	Mary Dougherty		
Signature:	/Mary Dougherty/		
Date:	08/16/2007		

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REEL: 003603 FRAME: 0452

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made this 31st day of July, 2007, between PROQUEST INFORMATION AND LEARNING LLC, a Delaware limited liability company ("Assignor"), of the one part, and Internet-Journals, Inc., a California Corporation doing business as "The Berkeley Electronic Press" and as "bepress" ("Assignee"), of the other part. Capitalized terms used but not defined herein shall have the meanings set forth therefor in the "Settlement and Asset Purchase Agreement."

WHEREAS, pursuant to the terms of that certain Settlement and Asset Purchase Agreement dated as of July 31, 2007 (the "Purchase Agreement"), Assignor has agreed to sell, and Assignee has agreed to buy, the Purchased Assets, which include all of their U.S. and foreign right, title and interest in and to the trademark applications listed in Schedule A of this Assignment, the trademark covered by such applications and any registrations that may issue from such applications, and the goodwill associated therewith (collectively, the "Trademark").

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements set forth in this Assignment, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over, unto Assignee, its successors, legal representatives and assigns, and Assignee hereby accepts from Assignor, Assignor's entire right, title and interest in, to and under the Trademark, together with (i) the goodwill of the business symbolized by the Trademark, (ii) that part of the business to which the Trademark pertains (which Assignor and Assignee acknowledge is ongoing and existing, and is transferred pursuant to the Purchase Agreement) and (iii) all causes of action, claims, judgments, and/or other legal and equitable rights and remedies arising out of or in connection with ownership of the Trademark that have accrued or taken place prior to the date of this instrument, including without limitation, the right to sue third parties for infringement of any or all of the Trademark; the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, as fully and entirely as if the same would have been held and enjoyed by Assignor in the absence of this instrument. Assignor hereby authorizes and requests the United States Patent and Trademark Office to issue all registrations related to the Trademark to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

2. Authorization. Each Party hereto hereby represents and warrants that it has the full power and complete authority to execute this instrument and to carry out its respective obligations hereunder and has complied with all corporate formalities required to give full legal effect to this instrument. Assignor further represents and warrants to Assignee that Assignor has not previously assigned the Trademark to any third party. Notwithstanding any other provisions in this instrument, each of Assignor and Assignee, by its execution of this instrument, hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of either Party under the

Purchase Agreement will be deemed to be enlarged, modified or altered in any way by this instrument.

3. Governing Law. This instrument shall be governed by and construed in accordance with the laws of the United States and the State of California, without giving effect to conflict of laws principles.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

BUYER:

**THE BERKELEY ELECTRONIC
PRESS**

2809 Telegraph Ave, Suite 202
Berkeley, California 94705

By: _____

Name: _____

Title: _____

A. S. Edlin
Aaron Edlin
Chairman

SELLER:

**PROQUEST INFORMATION AND
LEARNING LLC**

789 E. Eisenhower Parkway, P.O. Box 1346
Ann Arbor, Michigan 48106

By: _____

Name: _____

Title: _____

Janet C. Driver
Janet C. Driver
Senior Attorney

Schedule A

Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
DIGITAL COMMONS	77171944	May 3, 2007

Trademark Oppositions

<u>Opposition No.</u>	<u>Filing Date</u>	<u>Parties</u>	<u>Mark/Serial No.</u>
91177300	May 9, 2007	PROQUEST INFORMATION AND LEARNING LLC v. Teachers4 Schools, LLC	DIGITAL COMMONS Serial No. 78620698