

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
PwC Product Sales LLC		11/16/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CCH Incorporated		
Street Address:	2700 Lake Cook Road		
City:	Riverwoods		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3184191	TEAMSCHEDULE	
Registration Number:	2876298	TEAMRISK	
Registration Number:	3292956	TEAMMATE	
CORRESPONDENCE DATA			
Fax Number:	(847)890-6089		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	847-580-5296		
Email:	Barb.Stroka@wolterskluwer.com		
Correspondent Name:	Barbara Stroka		
Address Line 1:	Wolters Kluwer		
Address Line 2:	2700 Lake Cook Road		
Address Line 4:	Riverwoods, ILLINOIS 60015		
NAME OF SUBMITTER:	Barbara Stroka		
Signature:	/Barbara Stroka/		

OP \$90.00 3184191

Date:

11/27/2007

Total Attachments: 5

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BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is entered into on November 16, 2007, by and among PricewaterhouseCoopers LLP, a Delaware limited liability partnership ("PwC"), and PwC Product Sales LLC, a Delaware limited liability company ("PwC Product Sales") (each of PwC and PwC Product Sales, a "Seller," and together, the "Sellers"), on the one hand, and CCH Incorporated, a Delaware corporation ("Buyer"), and Stam Technische Boeken B.V., a Dutch company ("IP Buyer"), on the other. This Bill of Sale is being entered into pursuant to that certain Master Asset Purchase Agreement dated as of October 17, 2007 (as such agreement may be amended, modified or supplemented in accordance with its terms, the "Purchase Agreement") by and among Sellers, Buyer and IP Buyer.

FOR GOOD AND VALUABLE CONSIDERATION as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Time, Sellers hereby sell, transfer, assign, convey and deliver (1) to IP Buyer, as a Buyer Designee, and its successors and assigns, free and clear of all Liens, all right, title and interest that Sellers possess in and to the Acquired Assets described in Sections 2.1(a), (b), (d) and (g) of the Purchase Agreement, and (2) to Buyer, and its successors and assigns, free and clear of all Liens, all right, title and interest that Sellers possess in and to all of the Acquired Assets not described in the foregoing clause (1). Buyer and IP Buyer hereby purchase, accept and acquire from Sellers, free and clear of all Liens, all such Acquired Assets. Without limiting the foregoing, Sellers hereby sell, transfer, assign, convey and deliver to IP Buyer, and its successors and assigns, all right, title and interest worldwide in, to and under the trademarks listed on Schedule A attached hereto (which is incorporated into and made a part of this Bill of Sale), together with (1) any renewals, extensions, or foreign equivalents; (2) all of the goodwill associated with such trademarks; and (3) all rights to sue and recover for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages with respect to same.

All capitalized terms used and not otherwise defined herein have the respective meanings ascribed to such terms in the Purchase Agreement.

This Bill of Sale is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement (including, but not limited to, the representations, warranties, covenants and indemnities set forth in the Purchase Agreement). In the event of any conflict or inconsistency between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed entirely in New York, without regard to any Legal Requirement that would result in the application of the laws of another jurisdiction.

This Bill of Sale may be executed simultaneously in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be executed as of the date first written above.

PRICEWATERHOUSECOOPERS LLP, a Delaware limited liability partnership

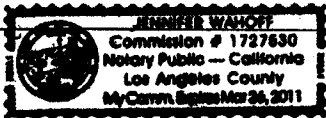
By: *Keith Wishon*
Name: Keith Wishon
Title: Partner

STATE OF California)
) SS.
COUNTY OF Los Angeles)

On this 16 day of November²⁰⁰⁷, there appeared before me Keith Wishon personally known to me, who acknowledged that ~~she~~ he signed the foregoing Bill of Sale as his/~~her~~ voluntary act and deed on behalf and with full authority of PricewaterhouseCoopers LLP.

WITNESS my hand and official seal.

Signature *Jennifer Wahoff* (Seal) My commission expires March 26, 2011



PWC PRODUCT SALES LLC, a Delaware limited liability company

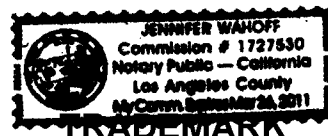
By: *Keith Wishon*
Name: Keith Wishon
Title: Vice President

STATE OF California)
) SS.
COUNTY OF Los Angeles)

On this 16 day of November²⁰⁰⁷, there appeared before me Keith Wishon personally known to me, who acknowledged that ~~she~~ he signed the foregoing Bill of Sale as his/~~her~~ voluntary act and deed on behalf and with full authority of PwC Product Sales LLC.

WITNESS my hand and official seal.

Signature *Jennifer Wahoff* (Seal) My commission expires March 26, 2011



BILL OF SALE

REEL: 003667 FRAME: 0416

CCH INCORPORATED, a Delaware corporation

By: B. C. Lenz

Name: Bruce C. Lenz
Title: Executive Vice President and
Secretary

STAM TECHNISCHE BOEKEN B.V., a Dutch
company

By: WKNL SUPPORT B.V.
Its: solely authorized managing director

By: WOLTERS KLUWER N.V.
Its: solely authorized managing director

By: _____

Name: Nancy P. McKinstry
Title: Chief Executive Officer and
Chairman of the Executive
Board

BILL OF SALE

TRADEMARK
REEL: 003667 FRAME: 0417

CCH INCORPORATED, a Delaware corporation

By: _____

Name: Bruce C. Lenz
Title: Executive Vice President and
Secretary

STAM TECHNISCHE BOEKEN B.V., a Dutch
company

By: WKNL SUPPORT B.V.
Its: solely authorized managing director

By: WOLTERS KLUWER N.V.
Its: solely authorized managing director

By: Nancy McKinstry

Name: Nancy P. McKinstry
Title: Chief Executive Officer and
Chairman of the Executive
Board

BILL OF SALE

TRADEMARK
REEL: 003667 FRAME: 0418

SCHEDULE A

TRADEMARKS				
Mark	Country	App/Reg. No.	Filing/Reg. Date	Owner
TEAMMATE	USA	3,292,956	September 18, 2007	PwC Product Sales
TEAMRISK	USA	2,876,298	August 24, 2004	PwC Product Sales
TEAMSCHEDULE	USA	3,184,191	December 12, 2006	PwC Product Sales
TEAMSCHEDULE	USA	76/487417	February 3, 2003	PwC Product Sales
TEAMMATE	NEW ZEALAND	240863	September 12, 2001	PwC Product Sales
TEAMMATE	NEW ZEALAND	240864	September 12, 2001	PwC Product Sales
TEAMMATE	NEW ZEALAND	240865	September 12, 2001	PwC Product Sales
TEAMMATE	NEW ZEALAND	240866	September 12, 2001	PwC Product Sales