

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignments		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jones and Bartlett Publishers Business Trust (the successor-in-interest to Jones and Bartlett Publishers, Inc.)		11/30/2007	TRUST:
RECEIVING PARTY DATA			
Name:	Jones & Bartlett Publishing, LLC		
Street Address:	50 Kennedy Plaza, 18th Floor		
Internal Address:	c/o Providence Equity Partners		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02703		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2386748	JONES AND BARTLETT	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	Mercedes.Valle@weil.com, suzanne.inglis@weil.com		
Correspondent Name:	Mercedes M. Valle c/oWeil Gotshal Manges		
Address Line 1:	767 Fifth Ave		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	68500.0123		
NAME OF SUBMITTER:	Mercedes M. Valle		
Signature:	/Mercedes M. Valle/		

CH \$40.00 2386748

Date:

12/07/2007

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”), dated November 30, 2007 (this “Assignment”), is entered into by and between Jones and Bartlett Publisher Business Trust, a Massachusetts business trust and the successor-in-interest to Jones and Bartlett Publishers, Inc., a Massachusetts corporation, (“Assignors”) and Jones & Bartlett Publishers, LLC, a Delaware limited liability company (the “Assignee”). Both Assignors and Assignee are collectively referred to herein as the “Parties.”

WHEREAS, Assignors and Assignee have entered into that certain Purchase Agreement dated as of November 30, 2007 (the “Purchase Agreement”).

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to sell, transfer, convey, assign and deliver, and Assignee has agreed to accept and acquire all of Assignors’ rights, title and interests in and to the trademarks listed on the attached Schedule A (the “Assigned Trademarks”).

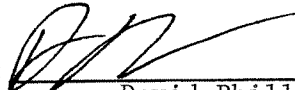
NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignors hereby sell, transfer, convey, assign and deliver to Assignee any and all worldwide rights, title and interests Assignors hold, or may hold, in and to the Assigned Trademarks, together with the goodwill connected with and symbolized by the Assigned Trademarks, or to which the Assigned Trademarks pertain, and including statutory, common law and contractual rights, in, to and under Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademarks, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
2. Assignee is successor to the Business of the Assignors, or the portion thereof to which the Assigned Trademarks pertain, which Business is ongoing and existing.
3. Assignors hereby request and authorize the United States Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Trademarks.
4. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks.

5. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Purchase Agreement.
6. Upon request by Assignee, Assignor will execute, without further consideration, any and all additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Trademarks set forth herein, in the United States or other foreign jurisdictions, as applicable, and to vest in Assignee such right, title, and interest in and to the Assigned Trademarks as granted to Assignee.
7. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware as applied to contracts made and performed entirely in the State of Delaware.

[Signatures on Following Page]

**JONES AND BARTLETT PUBLISHERS,
LLC, as Purchaser**

By: 
Name: David Phillips
Title: Vice President

[Signature Page to Trademark Assignment]

TRADEMARK

Schedule A

TRADEMARKS

A. REGISTERED TRADEMARKS

Trademark	Registration No.	Registration Date	Owner
JONES AND BARTLETT & Design	2386748	9/19/2000	Jones and Bartlett Publishers, Inc.

B. TRADEMARK APPLICATIONS

NONE