

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
Harris Connect, Inc.	FORMERLY Bernard C. Harris Publishing Company, Inc.	09/15/2008	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Harris Connect, LLC		
Street Address:	1400-A Crossways Blvd.		
City:	Chesapeake		
State/Country:	VIRGINIA		
Postal Code:	23320		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	77074501	ALUMNI TODAY	
Registration Number:	3437031	ALUMNI TODAY	
Registration Number:	3437032	ALUMNI TODAY	
Registration Number:	3196824	HARRIS CONNECT	
Registration Number:	3251156	HARRIS CONNECT	
Registration Number:	3196826	HARRIS CONNECT	
Registration Number:	3196825	HARRIS CONNECT	
Registration Number:	3030343	HARRIS CONNECT	
Registration Number:	3093942	HARRIS CONNECT	
Registration Number:	3093943	HARRIS CONNECT	
Registration Number:	3083552	HARRIS CONNECT	
Registration Number:	2969025	WHERESEFRANKIE	
Registration Number:	2216665	ALUMNI CONNECTIONS	
Registration Number:	1890122	CAREER AND ACCOMPLISHMENTS PROGRAM	

OP \$565.00 77074501

900116452

TRADEMARK
REEL: 003855 FRAME: 0581

Registration Number:	2098422	DONORPROFILE
Registration Number:	2065363	GRADLINK
Registration Number:	1654477	LOST & FOUND
Registration Number:	2286015	MEMBER CONNECTIONS
Registration Number:	1667004	PRINTPLUS
Registration Number:	1653256	THE DIRECT MAIL DIFFERENCE
Registration Number:	1714263	THE GRADUATE CONNECTION
Registration Number:	1650389	THE INFORMATION ADVANTAGE

CORRESPONDENCE DATA

Fax Number: (212)754-0330

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 907-7300

Email: rsilverman@golenbock.com

Correspondent Name: Robin E. Silverman

Address Line 1: 437 Madison Avenue

Address Line 2: Golenbock Eiseman Assor Bell & Peskoe

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Robin E. Silverman
Signature:	/Robin E. Silverman/
Date:	09/18/2008

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Harris Connect, Inc., a New York corporation formerly known as Bernard C. Harris Publishing Company, Inc. ("Assignor"), having had an address at 1400-A Crossways Blvd., Chesapeake, VA 23320, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, irrevocably assigns, transfers and conveys effective as of September 15, 2008 (the "Effective Date"), free and clear of all Liens other than Permitted Encumbrances (as such terms are defined on Schedule A attached hereto and made a part hereof) unto Harris Connect, LLC, a Delaware limited liability company ("Assignee"), with an address at 1400-A Crossways Blvd., Chesapeake, VA 23320, its successors and assigns, all right, title and interest, in perpetuity, throughout the universe in and to all of the trademarks, service marks and trade names (along with any and all proprietary or other rights in any or all of such trademarks, service marks and trade names) held in the name of Assignor, owned by Assignor, and/or that were developed by or for it, or used by or in connection with any of its business, together with all goodwill symbolized by all such trademarks, service marks and trade names and/or attendant thereto (the "Trademarks"), including but not limited to those Trademarks as referred to on Schedule B attached hereto and made a part hereof, together with any and all renewals and extensions thereof, along, in each case, to the full extent permitted by law, with any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation of any right in or with respect to any of the Trademarks, whether prior to or subsequent to the Effective Date.

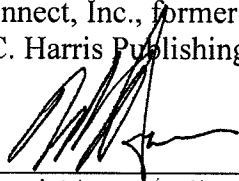
TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for their use forever.

Assignor shall promptly, upon the request of Assignee and/or its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors and assigns may reasonably request to permit Assignee or any of its successors or assigns to record the assignment made by this instrument and any other documents Assignee or any of its successors or assigns may reasonably deem necessary or advisable to effectuate the terms or intent of this Assignment of Trademarks, Service Marks and Trade Names ("this Assignment"). Without limiting the foregoing, Assignor hereby irrevocably appoints Assignee and each of Assignee's officers, successors and assigns, signing singly as attorney-in-fact with full power (and coupled with an interest), with full power of substitution, to be Assignor's true and lawful attorney, in Assignor's name, place and stead, to execute, acknowledge, swear to and file all documents (including but not limited to any instrument of assignment, transfer and/or conveyance) and to take all actions which Assignee deems necessary, appropriate or desirable to effectuate the intent of this Assignment.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of September 15, 2008.


Harris Connect, Inc., formerly known as
Bernard C. Harris Publishing Company, Inc.

By: 
Name: William K. Harris
Title: Chief Executive Officer

A C K N O W L E D G E M E N T

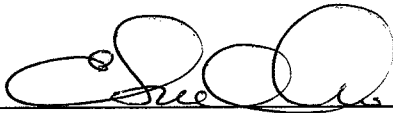
State of New York)
) ss:
County of New York)

On the 19th day of September, in the year 2008, before me, the undersigned, personally appeared William K. Harris, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


SHEMER SENDAK
Notary Public, State of New York
No. 02SE6104915
Qualified in New York County
Commission Expires February 12, 2009

[Signature Page to Assignment of Trademarks, Service Marks and Trade Names]

Harris Connect, LLC

By: 

Name:

Title:

E. Sue Cho
Vice President

A C K N O W L E D G E M E N T

State of New York)
) ss:
County of New York)

On the 18th day of September, in the year 2008, before me, the undersigned, personally appeared E. Sue Cho, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SHEMER SENDAK
Notary Public, State of New York
No. 02SE6104915
Qualified in New York County
Commission Expires February 2, 2009


Notary Public

[Signature Page to Assignment of Trademarks, Service Marks and Trade Names]

Schedule A

Certain Definitions

"Encumbrance" means a mortgage, charge, pledge, lien, option, easement, restriction, right of first refusal, right of pre-emption, third-party right or interest, retention of title, other encumbrance or security interest of any kind, or any other type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) having similar effect.





"Lien" means any conditional sale agreement, covenant, default of title, easement, encroachment, Encumbrance, hypothecation, infringement, lien, mortgage, pledge, reservation, restriction, right of way, security interest, title retention or other security arrangement, or any adverse right or interest, charge, or claim of any nature whatsoever of, on, or with respect to any property or property interest.

"Permitted Encumbrances" means Encumbrances and exceptions for Taxes and other governmental charges and assessments that are not yet due and payable.

"Regulatory Authority" means any federal, state, county, local, foreign or other governmental, public or regulatory agencies, authorities (including self-regulatory authorities), instrumentalities, commissions, boards or bodies having jurisdiction over the Assignor or Assignee and their respective subsidiaries.

"Tax" means any federal, state, county, local, or foreign tax, charge, fee, levy, impost, duty, or other assessment, including income, gross receipts, excise, employment, sales, use, transfer, recording, license, payroll, franchise, severance, documentary, stamp, occupation, windfall profits, environmental, federal highway use, commercial rent, customs duty, capital stock, paid-up capital, profits, withholding, Social Security, single business and unemployment, disability, real property, personal property, registration, ad valorem, value added, alternative or add-on minimum, estimated, or other tax or governmental fee of any kind whatsoever, imposed or required to be withheld by any Regulatory Authority, including any interest, penalties, and additions imposed thereon or with respect thereto.

Schedule B

Trademark/Service Mark	Serial or Registration Number	Class
ALUMNI TODAY	3,437,031	9
ALUMNI TODAY	3,437,032	16
ALUMNI TODAY	77/074501	35
COMMUNITY CONNECTIONS	To be filed	
	3,196,824	9
	3,251,156	16
	3,196,826	35
	3,196,825	42
HARRIS CONNECT	3,030,343	9
HARRIS CONNECT	3,093,942	16
HARRIS CONNECT	3,093,943	35
HARRIS CONNECT	3,083,552	42
WHERE'S FRANKIE	2,969,025	35, 38, 42
ALUMNI CONNECTIONS	2,216,665	42
CAREER AND ACCOMPLISHMENTS PROGRAM	1,890,122	35, 41
DONOR PROFILE	2,098,422	42
GRADLINK	2,065,363	9
LOST & FOUND	1,654,477	35
MEMBER CONNECTIONS	2,286,015	42
PRINTPLUS	1,667,004	41
THE DIRECT MAIL DIFFERENCE	1,653,256	41
THE GRADUATE CONNECTION	1,714,263	41
THE INFORMATION ADVANTAGE	1,650,389	41