

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
Nielsen Business Media, Inc.	FORMERLY VNU Business Media, Inc.	05/13/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Random House, Inc.		
Street Address:	1745 Broadway, 19-2		
Internal Address:	Legal Department		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0844599	WG	
Registration Number:	0845021	WATSON-GUPTILL	
CORRESPONDENCE DATA			
Fax Number:	(212)829-4130		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	1-212-782-9101		
Email:	asheridan@randomhouse.com		
Correspondent Name:	Random House, Inc.		
Address Line 1:	1745 Broadway, 19-2		
Address Line 2:	Legal Department		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Andrea T. Sheridan		
Signature:	/sheridan/		

CH \$65.00 0844599

Date:

10/07/2008

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS is made, executed and delivered as of May 13, 2008, by Nielsen Business Media, Inc., a Delaware corporation ("Assignor") for the benefit of Random House, Inc., a New York corporation ("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), of even date herewith, pursuant to which Assignee has purchased substantially all of the assets (including, without limitation, certain trademarks) of Watson-Guptill Publications, a business division owned and operated by Assignor, subject to the terms and conditions therein; and

WHEREAS, in accordance with the Asset Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under Assignor's trademarks described on Schedule A (the "Trademarks") attached hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns unto Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under, the Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and permitted assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Trademarks not been made.

The covenants, agreements, representations and warranties provided in the Asset Purchase Agreement with respect to the Trademarks are hereby incorporated herein by this reference and shall inure to the benefit of Assignee, and be binding upon Assignor, and their respective successors and permitted assigns, subject to the limitations, terms and conditions of the Asset Purchase Agreement. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

In the event of any conflict or other inconsistency between this Assignment of Trademarks and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and be binding. This Assignment of Trademarks may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademarks as of the date first above written.

Nielsen Business Media, Inc.

By:  _____

Name: Derek Irwin

Title: SVP, Finance

ACCEPTED:

Random House, Inc.

By: _____

Name: Edward J. Volini

Title: Deputy Chairman, Chief Operating Officer

TRADEMARK

REEL: 003866 FRAME: 0155

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademarks as of the date first above written.

Nielsen Business Media, Inc.

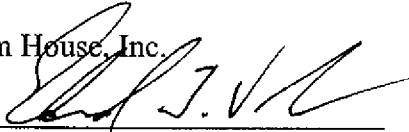
By: _____

Name: Derek Irwin

Title: SVP, Finance

ACCEPTED:

Random House, Inc.

By:  _____

Name: Edward J. Volini

Title: Deputy Chairman, Chief Operating Officer

Schedule A

Trademarks

Registered Trademarks:

Expiration Date	Mark	Client Code	Matter Code	Description	Status	Intl Class	Goods/Services	Serial No.	File Date	Reg. No.	Reg. Date
2/20/2018	WG and Horse Design	3675	T0006A	Affidavit with Renewal	Registered	16	BOOKS	72/265,606	2/28/1967	844599	2/20/1968
2/27/2018	WATSON-GUPTILL	3675	T0005A	Affidavit with Renewal	Registered	16	BOOKS	72/265,605	2/28/1967	845021	2/27/1968
4/10/2013	KIDS DRAW	3675	T0010A	Affidavit of Use	Registered	16	A SERIES OF BOOKS IN THE FIELD OF ART INSTRUCTION	78/722,249	9/28/2005	3226861	4/10/2007

Unregistered Trademarks:

Amphoto

Lone Eagle