

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
Reed Elsevier Properties Inc.		04/08/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ProQuest LLC		
Street Address:	789 E. Eisenhower Parkway		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48106-1346		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1066451	ENVIROLINE	
Registration Number:	1014673	ENVIRONMENT ABSTRACTS	
Registration Number:	3017647	ENVIRONMENT ABSTRACTS	
CORRESPONDENCE DATA			
Fax Number:	(510)295-2401		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	510-841-9800		
Email:	trademarks@cobaltlaw.com		
Correspondent Name:	Tsan Abrahamson/Cobalt LLP		
Address Line 1:	819 Bancroft Way		
Address Line 4:	Berkeley, CALIFORNIA 94710		
ATTORNEY DOCKET NUMBER:	REED ELSEVIER ASSIGNMENTS		
NAME OF SUBMITTER:	Gregory Soltys		
Signature:	/Gregory Soltys/		

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 REEL: 004022 FRAME: 0909

Date:

07/10/2009

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed and delivered as of June 30, 2009, by **REED ELSEVIER PROPERTIES INC.**, a Delaware corporation ("**Assignor**") in favor of **PROQUEST LLC**, a Delaware limited liability company (the "**Company**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as hereinafter defined).

WHEREAS, pursuant to that certain Purchase Agreement, dated April 8, 2009, by and between Assignor and the Company (the "**Purchase Agreement**"), Assignor has assigned to the Company its interest in, and Assignor has agreed to execute this Assignment to enable the Company to record the assignment of, (i) the trademarks and trademark applications, and (ii) all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, foreign counterparts, and extensions of the trademarks and trademark applications, in each case listed on Schedule 1 hereto (the "**Assigned Marks**").

NOW, THEREFORE, for good and valuable consideration provided in the Purchase Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as follows:

1. Assignor hereby conveys, transfers, and assigns to the Company any and all right, title, and interest of Assignor in and to the Assigned Marks and all related common-law rights and all goodwill associated therewith and the right to sue and recover (for the sole use and benefit of the Company and its successors, assigns, or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto.
2. The Company is to hold all right, title, and interest in and to the Assigned Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 1 not been made.
3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent office in each country in which Assigned Marks are registered to record the Company as the assignee and owner of the Assigned Marks and to issue any trademarks which may be granted on any applications included in the Assigned Marks to the Company as assignee of the entire right, title and interest therein and thereto.
4. This Assignment is valid as between the parties as of the date of the Purchase Agreement. Assignor agrees, without additional consideration, to take such further actions and to execute any powers of attorney, applications, assignments, declarations, affidavits, and other papers necessary or desirable to transfer, vest, record and perfect good, valid and marketable title in the Assigned Marks to the Company.
5. To the extent there is a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.
6. This Assignment Agreement shall be governed by the laws of the State of New York applicable to agreements made and to be performed within such State. The parties hereto do hereby consent and submit to the venue and jurisdiction of the State or Federal Courts residing in New York as the sole and exclusive forum for such matters of disputes, and further agree that, in the event of any action or suit as to any matters of dispute among the parties, service of process may be made upon the other party by mailing a copy of the summons and/or complaint to the other party at the address set forth in the Purchase Agreement. Notwithstanding anything to the contrary contained herein or in the Purchase Agreement, the parties may seek equitable relief, or enforce any final judgment of any such federal or state court residing in New York, in any other jurisdiction in any manner provided by Applicable Law.

IN WITNESS WHEREOF, REED ELSEVIER PROPERTIES INC. has executed this Assignment as of the date first written above.

REED ELSEVIER PROPERTIES INC.

By: Renee Simonton
Renee Simonton
President

STATE OF DELAWARE
COUNTY OF NEW CASTLE

On this 23RD day of JUNE, 2009, before me the signatory above personally appeared and acknowledged to be the above-stated officer of Reed Elsevier Properties Inc., and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public
[SEAL]

Margaret C. Tracy

MARGARET C. TRACY
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Aug. 8, 2009

Schedule 1 to Trademark Assignment

Assigned Marks

MARK	OWNER	COUNTRY	REG. #	REG. DATE	STATUS
ENVIROLINE	Reed Elsevier Properties Inc.	USA	1,066,451	May 24, 1977	Registered
ENVIRONMENT ABSTRACTS	Reed Elsevier Properties Inc.	USA	1,014,673	March 4, 1974	Registered
ENVIRONMENT ABSTRACTS	Reed Elsevier Properties Inc.	USA	3,017,647	November 22, 2005	Registered