

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
Thomson Scientific Inc.		06/11/2008	CORPORATION: PENNSYLVANIA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2744094	TOXFILE	
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:	TOXFILE ASSIGNMENT		
NAME OF SUBMITTER:	Gregory Soltys		
Signature:	/Gregory Soltys/		
Date:	07/24/2009		

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Total Attachments: 5

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REEL: 004031 FRAME: 0486

Execution Copy

ASSET PURCHASE AGREEMENT

by and between

THOMSON SCIENTIFIC INC.,

REDACTED

and

PROQUEST LLC,
as Buyer

June 11, 2008

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of June 11, 2008, by and between THOMSON SCIENTIFIC INC., a Pennsylvania corporation ("TS US") [REDACTED]

REDACTED

[REDACTED] ("Seller") and PROQUEST LLC, a Delaware limited liability company ("Buyer").

REDACTED

ARTICLE I. SALE AND PURCHASE OF ASSETS.

1.1 Purchased Assets. On the Closing Date [REDACTED], Seller shall sell, assign, transfer and deliver to Buyer, free and clear of all security interests, liens, claims, mortgages, debts, charges, restrictions or other encumbrances (collectively, "Encumbrances") (other than "Permitted Encumbrances" (as defined in Section 3.8)), the Purchased Assets. As used herein, the term "Purchased Assets" shall mean the following assets, properties, rights and business of Seller:

REDACTED

(g) all Intellectual Property (as defined in Section 3.12) Related to the Business (collectively, "Transferred Intellectual Property"), including, without limitation,

(iv) those items listed on Schedule 1.1(g),
together with all rights to sue and obtain damages and other relief for past, present and future infringement, misappropriation, dilution or violation thereof;

Schedule 1.1(g)

Transferred Intellectual Property

1. Trademarks:

Mark Name	Country	Status	Class No.	App. No.	Reg. No.	App. Date	Reg. Date	Owner	Renewal Date
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REDACTED

[continued intellectual property assets]

* Toxfile	United States	Registered	42	76,327,083	2,744,094	10/17/2001	7/29/2003	TS Inc.	7/29/2013
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REDACTED