

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Congressional Quarterly, Inc.		11/30/2009	CORPORATION: DISTRICT OF COLUMBIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	e.Republic, Inc.		
<b>Street Address:</b>	100 Blue Ravine Road		
<b>City:</b>	Folsom		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95630		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3253406	GOVERNING	
Registration Number:	1517938	GOVERNING	
Registration Number:	2433366	GOVERNING.COM	
Registration Number:	2478160	EGOVERNING	
Registration Number:	3717984	GOVERNING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(916)554-2180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9165542159		
<b>Email:</b>	keenan@keenandavis.com		
<b>Correspondent Name:</b>	R. Keenan Davis		
<b>Address Line 1:</b>	1515 K Street, Suite 100		
<b>Address Line 4:</b>	Sacramento, CALIFORNIA 95814		
<b>NAME OF SUBMITTER:</b>	R/Keenan/Davis		

**OP \$140.00 3253406**

**900150956**

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Signature:	R/Keenan/Davis
Date:	12/30/2009
Total Attachments: 4 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif	

## TRADEMARK ASSIGNMENT

Trademark Assignment, dated as of November 30, 2009, between Congressional Quarterly, Inc., a District of Columbia corporation (the "Seller") and e.Republic, Inc., a California corporation (the "Purchaser").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which the Seller hereby acknowledges, the Seller hereby sells, assigns, transfers, conveys, and delivers to the Purchaser, its legal representatives, successors, and assigns, all of the Seller's right, title, and interest in and to:

(a) the registered and unregistered trademarks, service marks and trade names and applications for registration of trademarks and service marks specifically listed in Annex A to this Trademark Assignment (collectively, the "Marks"); and

(b) the following properties and rights with respect to all Marks so listed in Annex A:

(i) all goodwill associated with the business related to the Marks together with all rights to use, license and otherwise exploit the Marks;

(ii) any and all registered Marks and applications for registration of the United States and/or the European Union that have been or may be granted or filed, respectively, with respect to such Marks;

(iii) all foreign Marks that may claim priority based on and correspond to the Marks listed in Annex A;

(iv) all income, royalties, damages, and payments hereafter due or payable to the Seller with respect to the Marks, including without limitation unpaid damages and payments for past, present, and future infringements of any Mark;

(v) all rights in and under the Marks to the fullest extent allowed by law as fully as the Seller would have held the same in the absence of this assignment; and

(vi) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the Marks, including the right to fully and entirely replace the Seller in all related matters.

This assignment is made in connection with the sale of the entire business to which the Marks relate. As of the date hereof, the Purchaser has succeeded to all right, title, and standing of the Seller to: (a) receive all rights and benefits pertaining to the Marks and related rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that the Purchaser, in its sole discretion, may elect in relation to the Marks described above. This Trademark Assignment is irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer and delivered as of the date hereof.

CONGRESSIONAL QUARTERLY, INC.,  
as Seller

By: Andrew P. Corty  
Name: Andrew P. Corty  
Title: President

STATE OF: Florida  
COUNTY OF: P. Alachua

On the 23<sup>rd</sup> day of November, 2009 before me, Barbara Goodman (the undersigned notary), personally appeared Andrew P. Corty personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Barbara Goodman  
Notary Public

My commission expires: 4/30/11

(Notary Seal)

**ANNEX A TO TRADEMARK ASSIGNMENT**

**Registered Tradenames**

<b>Tradename</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Filing Date</b>	<b>Current Owner</b>
Governing	District of Columbia	53023XXX-123378	March 13, 2009	Congressional Quarterly, Inc.

**Registered Trademarks**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application / Registration Number</b>	<b>Classes and Filing Dates</b>	<b>Applicant / Current Registered Owner</b>
GOVERNING	USA	Appn. No. 78878594 Reg. No. 3253406	Class 16 Appn. Date: May 8, 2006 Reg. Date: June 19, 2007	Congressional Quarterly, Inc.
GOVERNING (STYLIZED MARK)	USA	Appn. No. 73693821 Reg. No. 1517938	Class 16 Appn. Date: May 11, 1987 Reg. Date: December 27, 1988	Congressional Quarterly, Inc.
GOVERNING.COM	USA	Appn. No. 75897833 Reg. No. 2433366	Class 42 Appn. Date: January 18, 2000 Reg. Date: March 6, 2001	Congressional Quarterly, Inc.

**Common law (Unregistered) Trademarks**

The list set forth below contains trademarks and/or servicemarks previously registered or applied for by Seller or by predecessors in interest to Seller; all common law trademark rights therein shall be included as Unregistered Purchased Intellectual Property.

<b>Trademark / Servicemark</b>	<b>Jurisdiction</b>	<b>Prior Application / Registration Number</b>	<b>Application / Registration Date</b>	<b>Prior Applicant / Registered Owner</b>
EGOVERNING	USA	Reg. No. 2478160	Reg. Date: August 14, 2001	Congressional Quarterly, Inc.

**Pending Trademark Application**

The list set forth below contains trademark application currently pending before the U.S. Patent and Trademark Office. The pending application and all common law trademark rights shall be included as Unregistered Purchased Intellectual Property.

Trademark	Jurisdiction	Application / Registration Number	Classes and Filing Dates	Applicant / Current Registered Owner
GOVERNING	USA	Appn. No. 77703436	Class 35 Appn. Date: March 31, 2009  The date of first use in commerce claimed on the prior registration: August 30, 2000.	Congressional Quarterly, Inc.

ANNEX A TO REGISTERED TRADEMARK ASSIGNMENT

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RECORDED: 12/30/2009

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