

**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
Reed Elsevier Properties Inc.		05/07/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	MB Media LLC
Street Address:	14 Weinwood Road
City:	Radnor
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1648117	BUILDING DESIGN & CONSTRUCTION
Registration Number:	3111621	CONSTRUCTION EQUIPMENT
Registration Number:	1694280	CONSTRUCTION EQUIPMENT
Registration Number:	2950574	CUSTOM BUILDER
Registration Number:	2281581	PROFESSIONAL BUILDER
Registration Number:	2842603	PROFESSIONAL REMODELER
Registration Number:	1079822	ANNUAL REPORT OF HOUSING'S GIANTS

**CORRESPONDENCE DATA**

Fax Number: (336)723-5181  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 336-723-5180  
 Email: jarcher@ennsandarcher.com  
 Correspondent Name: Julia C. Archer  
 Address Line 1: 939 Burke Street  
 Address Line 4: Winston-Salem, NORTH CAROLINA 27101

CH \$190.00 1648117

ATTORNEY DOCKET NUMBER:	REPI TO MB MEDIA ASSIGN
NAME OF SUBMITTER:	Julia C. Archer
Signature:	/jarcher/
Date:	05/19/2010
<b>Total Attachments: 5</b> source=REPI Trademark Assignment to MB Media#page1.tif source=REPI Trademark Assignment to MB Media#page2.tif source=REPI Trademark Assignment to MB Media#page3.tif source=REPI Trademark Assignment to MB Media#page4.tif source=REPI Trademark Assignment to MB Media#page5.tif	

## REPI TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "**Assignment**") is executed and delivered as of May 7, 2010, by Reed Elsevier Properties Inc., a Delaware corporation ("**Assignor**") in favor of MB Media LLC, a Pennsylvania limited liability company ("**Assignee**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), by and among Reed Elsevier Inc., a Massachusetts corporation, Assignor and Assignee, Assignor has agreed to assign to Assignee its interest in, and to execute this Assignment to enable Assignee 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 Assignee 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 Assignee 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. Assignee 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 Assignee 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 Assignee 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 Assignee.
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 Agreement shall be governed by and construed in accordance with the laws of the State of New York regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

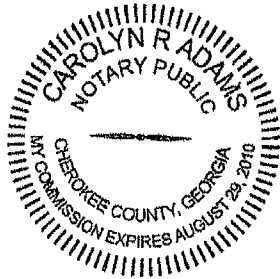
REED ELSEVIER PROPERTIES INC.

By: Bence Simonian  
Name: Bence Simonian  
Title: President

STATE OF Georgia  
COUNTY OF Fulton

On this 1<sup>th</sup> day of May, 2010, 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]



Carolyn R Adams

(Signature Page to REPI Trademark Assignment)

TRADEMARK  
REEL: 004209 FRAME: 0393

**Schedule 1 to REPI Trademark Assignment**

**REPI Assigned Marks**

<u>Mark (Profile Name)</u>	<u>Reg. Owner</u>	<u>Country</u>	<u>Class(es)</u>	<u>Application #</u>	<u>App. Date</u>	<u>Registration #</u>	<u>Reg. Date</u>	<u>TM status</u>
BUILDING DESIGN & CONSTRUCTION	Reed Elsevier Properties Inc.	India	42	1417421	1/30/2006	1417421	1/30/2006	Registered
BUILDING DESIGN & CONSTRUCTION	Reed Elsevier Properties Inc.	India	16	1417420	1/30/2006	1417420	1/30/2006	Registered
BUILDING DESIGN & CONSTRUCTION	Reed Elsevier Properties Inc.	Russian Federation	016, 042	2006730393	10/23/2006	380645	6/1/2009	Registered
BUILDING DESIGN & CONSTRUCTION	Reed Elsevier Properties Inc.	United States of America (USA)	42	78943060	8/2/2006			Abandoned
BUILDING DESIGN & CONSTRUCTION	Reed Elsevier Properties Inc.	United States of America (USA)	16	73816255	8/1/1989	1648117	6/18/1991	Registered
CONSTRUCTION EQUIPMENT	Reed Elsevier Properties Inc.	Argentina	16	2091210	7/10/1997	1802413	8/16/2000	Registered
CONSTRUCTION EQUIPMENT	Reed Elsevier Properties Inc.	Brazil	16	819991414	7/28/1997	819991414	9/4/2001	Registered
CONSTRUCTION EQUIPMENT	Reed Elsevier Properties Inc.	Chile	16	383.456	7/11/1997	629525	5/8/2002	Registered
CONSTRUCTION EQUIPMENT	Reed Elsevier Properties Inc.	China (People's Republic of)	16	2000195470	12/13/2000	1775872	5/28/2002	Registered

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CONSTRUCTION EQUIPMENT	Reed Elsevier Properties Inc.	India	42	1419935	2/8/2006	1419935	2/8/2006	1419935	Registered
CONSTRUCTION EQUIPMENT	Reed Elsevier Properties Inc.	India	16	1417780	1/31/2006	1417780	1/31/2006	1417780	Registered
CONSTRUCTION EQUIPMENT	Reed Elsevier Properties Inc.	Mexico	16	302268	7/24/1997	557038	7/24/1997	557038	Registered
CONSTRUCTION EQUIPMENT	Reed Elsevier Properties Inc.	Peru	16	43948	7/15/1997	39690	9/26/1997	39690	Registered
CONSTRUCTION EQUIPMENT	Reed Elsevier Properties Inc.	Russian Federation	016, 042	2006730395	10/23/2006	339240	12/12/2007	339240	Registered
CONSTRUCTION EQUIPMENT	Reed Elsevier Properties Inc.	United States of America (USA)	42	78621235	5/2/2005	3111621	7/4/2006	3111621	Registered
CONSTRUCTION EQUIPMENT	Reed Elsevier Properties Inc.	United States of America (USA)	16	74043684	3/29/1990	1694280	6/16/1992	1694280	Registered
CUSTOM BUILDER	Reed Elsevier Properties Inc.	United States of America (USA)	16	76540773	8/15/2003	2950574	5/10/2005	2950574	Registered
PROFESSIONAL BUILDER	Reed Elsevier Properties Inc.	United States of America (USA)	16	75545249	8/31/1998	2281581	9/28/1999	2281581	Registered
PROFESSIONAL REMODELER	Reed Elsevier Properties Inc.	United States of America (USA)	16	76509373	4/25/2003	2842603	5/18/2004	2842603	Registered

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ANNUAL REPORT OF HOUSING'S GIANTS	Properties Inc. Reed Elsevier Properties Inc.	United States of America (USA)	16	73067010	10/28/1975	1079822	12/20/1977	Registered
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