

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                         |                       |
|----------------------------------|--|-------------------------|-----------------------|
| SUBMISSION TYPE:                 | NEW ASSIGNMENT   |                         |                       |
| NATURE OF CONVEYANCE:            | 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>    |
| Reed Elsevier Properties Inc.    |  | 03/17/2010              | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                         |                       |
| <b>Name:</b>                     | Advantage Business Media LLC   |                         |                       |
| <b>Street Address:</b>           | 100 Enterprise Drive   |                         |                       |
| <b>City:</b>                     | Rockaway   |                         |                       |
| <b>State/Country:</b>            | NEW JERSEY   |                         |                       |
| <b>Postal Code:</b>              | 07866-0912   |                         |                       |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: DELAWARE  |                         |                       |
| <b>PROPERTY NUMBERS Total: 2</b> |  |                         |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>        |                       |
| Registration Number:             | 3282519  | INDUSTRIAL DISTRIBUTION |                       |
| Registration Number:             | 1087272  | INDUSTRIAL DISTRIBUTION |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                         |                       |
| <b>Fax Number:</b>               | (212)468-4888  |                         |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                         |                       |
| <b>Phone:</b>                    | 212-468-4800   |                         |                       |
| <b>Email:</b>                    | bsinger@dglaw.com  |                         |                       |
| <b>Correspondent Name:</b>       | Brooke Erdos Singer  |                         |                       |
| <b>Address Line 1:</b>           | 1740 Broadway  |                         |                       |
| <b>Address Line 2:</b>           | c/o Davis & Gilbert LLP  |                         |                       |
| <b>Address Line 4:</b>           | New York, NEW YORK 10019   |                         |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 22182-1-0 ASGT 2 RN - NM   |                         |                       |
| <b>NAME OF SUBMITTER:</b>        | Brooke Erdos Singer  |                         |                       |
| <b>Signature:</b>                | /Brooke Erdos Singer/  |                         |                       |

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**900165040**

**TRADEMARK  
 REEL: 004227 FRAME: 0676**

Date:

06/17/2010

**Total Attachments: 3**

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## REPI TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is executed and delivered as of March 18, 2010, by Reed Elsevier Properties Inc., a Delaware corporation ("Assignor") in favor of Advantage Business Media LLC, a Delaware 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: Renée Simonton  
Renée Simonton, ~~CEO~~ President

Name: RENEE SIMONTON  
Title: PRESIDENT

STATE OF DELAWARE  
COUNTY OF NEW CASTLE

On this 17 day of MARCH, 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.

Margaret Carolyn Tracy  
Notary Public  
[SEAL]

MARGARET CAROLYN TRACY  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires Aug. 6, 2013

(Signature Page to REPI Trademark Assignment)

TRADEMARK  
REEL: 004227 FRAME: 0679

Schedule 1 to REPI Trademark Assignment

REPI Assigned Marks

| File                    | Mark (Font Name)   | Repi Owner                    | Country Name                   | Classes       | Application # | App Date  | Registration # | Reg Date  | Reg Status |
|-------------------------|--|-------------------------------|--------------------------------|---------------|---------------|-----------|----------------|-----------|------------|
| Industrial Distribution | INDUSTRIAL DISTRIBUTION                                    | Reed Elsevier Properties Inc. | United States of America (USA) | 035, 042      | 78718285      | 9/22/2005 | 3282519        | 8/21/2007 | Registered |
| Industrial Distribution | INDUSTRIAL DISTRIBUTION                                    | Reed Elsevier Properties Inc. | United States of America (USA) | 16            | 73053305      | 5/27/1975 | 1087272        | 3/14/1978 | Registered |
| Industrial Distribution | INDUSTRIAL DISTRIBUTION/INDUSTRIAL DISTRIBUTION <katakana> | Reed Elsevier Properties Inc. | Japan                          | 009, 016, 020 | 6148926       | 5/14/1986 | 2079971        | 9/30/1988 | Registered |