

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
Thompson Publishing Group, Inc.		12/23/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as agent for and on behalf of the Lenders		
Street Address:	1600 Market Street		
Internal Address:	F2-F070-11-4		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1745775	THOMPSON PUBLISHING GROUP	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	50279-30020		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

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 REEL: 004441 FRAME: 0327

Date:

12/27/2010

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of December 23, 2010, by and between Thompson Publishing Group, Inc., a Delaware corporation ("Assignor"), and PNC Bank, National Association, as agent for and on behalf of the Lenders identified (and as defined) in the Credit Agreement¹, ("Assignee") (collectively referred to herein as the "Parties").

WHEREAS, pursuant to the Asset Purchase Agreement dated September 21, 2010 (the "Agreement"), made by and among Thompson Publishing Holding Co., Inc., a Delaware corporation ("Parent"), TPG AES Holding Co., Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("TAH"), Thompson Publishing Group, Inc., a Delaware corporation and a wholly-owned subsidiary of TAH ("TPG"), Thompson Publishing Development, LLC, a Delaware limited liability company and a wholly-owned subsidiary of TPG ("TPD"), Alex eSolutions, Inc., a Delaware corporation and a wholly-owned subsidiary of TAH, d/b/a Sheshunoff Information Services and A.S. Pratt ("SIS"), AHC Media LLC, a Delaware limited liability company and a wholly-owned subsidiary of TAH ("AHC"), The Performance Institute, Inc., a Virginia corporation and a wholly-owned subsidiary of TAH ("TPI" and, together with TAH, TPG, TPD, SIS and AHC, the "Subsidiaries"; the Subsidiaries together with the Parent are referred to as the "Sellers") and PNC Bank, National Association, as agent for and on behalf of the Lenders identified (and as defined) in the Credit Agreement or its permitted successors and assigns ("Buyer"), Assignor assigned to Assignee all of Assignor's right, title and interest in Assignor's intellectual property throughout the world (the "Intellectual Property"), including, without limitation, any and all trademarks and trademark registrations and applications listed on the attached Schedule 1, which is incorporated herein by this reference, and all goodwill associated and connected therewith or symbolized thereby (collectively, referred to as the "Trademarks");

WHEREAS, pursuant to the Agreement, Assignee has acquired all of Assignor's right, title and interest in and to the Intellectual Property, including, without limitation, the Trademarks, and the Parties wish to record such acquisition in the U.S. Patent and Trademark Office, the Italian Patent and Trademark Office and all other applicable trademark offices where the Trademarks are registered or are the subject of pending applications for registration; and

WHEREAS, immediately following the transfer of the Intellectual Property, including, without limitation, the Trademarks, from Assignor to Assignee, Assignee intends to further transfer such assets to Thompson Media Group LLC.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

¹ "Credit Agreement" shall mean that certain Amended and Restated Credit Agreement by and among TPG AES Holding Co., Inc., as Borrower; the Financial Institutions identified therein as Lenders; PNC Bank, National Association as successor to National City Bank, as Administrative Agent and Sole Bookrunner; General Electric Capital Corporation, as Syndication Agent; and National City Bank and General Electric Capital Markets Inc., as Co-Lead Arrangers, dated as of July 6, 2007 and as amended, restated, supplemented or otherwise modified from time to time.

1. Pursuant to the Agreement, Assignor, as beneficial owner, hereby irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers to Assignee, without recourse, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill symbolized by the Trademarks, including, without limitation, the right to bring an action or proceeding at law or in equity or before any governmental authority for any past, present or future infringement, misappropriation, unauthorized use, dilution or violation of any of the Trademarks, or to prevent another person or entity from obtaining any trademark that might be detrimental to the rights assigned herein, and to collect all damages, awards, settlements and proceeds relating to the Trademarks, the registrations and applications for registration thereof, and all the benefit of the Trademarks. Assignor further consents to recordation of this Trademark Assignment by Assignee, including, without limitation, with the U.S. Patent and Trademark Office, the Italian Patent and Trademark Office and all other applicable trademark offices where the Trademarks are registered or are the subject of pending applications for registration.

2. Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including, without limitation, all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.

3. This Trademark Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Intellectual Property.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR

THOMPSON PUBLISHING GROUP, INC.

By: Kevin S Ooley
Name: Kevin Ooley
Title: CFO, Secretary and Treasurer

LA1 1946741

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS


[See attached.]

Thompson Publishing Group, Inc.:

Active U.S. Trademark Registrations and Applications:

Mark	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
THOMPSON PUBLISHING GROUP	Thompson Publishing Group, Inc.	1,745,775	1/12/1993	Registered; Renewal due 1/12/2013

Inactive U.S. Trademark Registrations and Applications:

Mark	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
TAXLIBRARY.COM	Thompson Publishing Group, Inc.	2,226,871	2/23/1999	Cancelled 11/26/2005
	Thompson Publishing Group, Inc.	2,317,558	2/15/2000	Cancelled 11/18/2006
TAX OWL	Thompson Publishing Group, Inc.	2,060,965	5/13/1997	Cancelled 2/14/2004
CYBER U	Thompson Publishing Group, Inc.	(75/019,683)	(11/9/1995)	Abandoned 12/12/1996
CYBER UNIVERSITY	Thompson Publishing Group, Inc.	(75/019,682)	(11/19/1995)	Abandoned 12/12/1996

Mark	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
SENIORITY NETWORK	Thompson Publishing Group, Inc.	(74/594,738)	(11/3/1994)	Abandoned 11/7/1995