

**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>
Reed Elsevier Properties Inc.		04/02/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PWxyz, LLC		
<b>Street Address:</b>	71 W. 23rd St., Suite 1608		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77463334	BOOK LIFE	
<b>Registration Number:</b>	0393903	PUBLISHERS WEEKLY	
<b>Registration Number:</b>	3325635	PW JOB ZONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)981-9122		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	dberenbaum@hutnerklarish.com		
<b>Correspondent Name:</b>	Hutner Klarish LLP		
<b>Address Line 1:</b>	1359 Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>NAME OF SUBMITTER:</b>	George W. Slowik, Jr., President		
<b>Signature:</b>	/George W. Slowik, Jr./		
<b>Date:</b>	02/28/2011		

OP \$90.00 77463334

**Total Attachments: 4**

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## REPI TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "**Assignment**") is executed and delivered as of April 2, 2010, by Reed Elsevier Properties Inc., a Delaware corporation ("**Assignor**") in favor of PWxyz, LLC, a New York limited liability company ("**Assignee**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as hereinafter defined).

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), by and between Reed Business Information, a division of 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 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 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 hereof. Assignor agrees, without additional consideration, to execute any powers of attorney, applications, assignments, declarations, affidavits, and other papers necessary 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.

**[Signature Page Follows]**

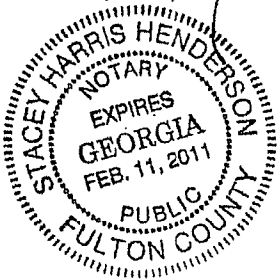
REED ELSEVIER PROPERTIES INC.

By: Renee Simonton  
Name: Renee Simonton  
Title: President

STATE OF Georgia  
COUNTY OF Fulton

On this 2<sup>nd</sup> day of April, 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)



(Signature Page to REPI Trademark Assignment)

TRADEMARK  
REEL: 004487 FRAME: 0241

**Schedule 1 to REPI Trademark Assignment**

**REPI Assigned Marks**

<b>Title</b>	<b>Mark (Profile Name)</b>	<b>Reg. Owner</b>	<b>Class(es)</b>	<b>Country Name</b>	<b>Application #</b>	<b>App. Date</b>	<b>Registration #</b>	<b>Reg. Date</b>	<b>TM status</b>
BOOKLIFE	Reed Elsevier Properties Inc.	42	United States of America (USA)	77463334	5/1/2008			Pending - NOA issued	BOOKLIFE
PUBLISHERS WEEKLY	Reed Elsevier Properties Inc.	18	Benelux	1099925	1/10/2006	788719	1/12/2006	Registered	PUBLISHERS WEEKLY
PUBLISHERS WEEKLY	Reed Elsevier Properties Inc.	16	Brazil	829404899	10/15/2007			Pending Application	PUBLISHERS WEEKLY
PUBLISHERS WEEKLY	Reed Elsevier Properties Inc.	41	Brazil	829404880	10/15/2007			Pending Application	PUBLISHERS WEEKLY
PUBLISHERS WEEKLY	Reed Elsevier Properties Inc.	16	China (People's Republic of)	3718451	9/16/2003	3718451	5/28/2006	Registered	PUBLISHERS WEEKLY
PUBLISHERS WEEKLY	Reed Elsevier Properties Inc.	16	China (People's Republic of)	5004568	11/15/2005	5004568	28-Oct-09	Registered	PUBLISHERS WEEKLY
PUBLISHERS WEEKLY	Reed Elsevier Properties Inc.	16	Ecuador	142317	2/27/2004	30195	5/18/2004	Registered	PUBLISHERS WEEKLY
PUBLISHERS WEEKLY	Reed Elsevier Properties Inc.	16	United States of America (USA)	71446689	8/30/1941	393903	3/10/1942	Registered	PUBLISHERS WEEKLY

PW	Reed Elsevier Properties Inc.	16	Brazil	829404864	10/15/2007				Pending Application	PW
PW	Reed Elsevier Properties Inc.	41	Brazil	829404856	10/15/2007				Pending Application	PW
PW	Reed Elsevier Properties Inc.	16	China (People's Republic of)	5163512	2/17/2006	5163512	7/7/2009		Registered	PW
PW JOB ZONE	Reed Elsevier Properties Inc.	35	United States of America (USA)	78372818	2/24/2004	3325635	10/30/2007		Registered	PW JOB ZONE
PW PUBLISHERS WEEKLY	Reed Elsevier Properties Inc.	009, 016. 041	Benelux		12/7/2005	782657	12/12/2005		Registered	PW PUBLISHERS WEEKLY