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
The Bureau of National Affairs, Inc.		11/10/2000	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	KI Holdings, Inc.	
Street Address:	1 Phoenix Mill Lane	
City:	Peterborough	
State/Country:	NEW HAMPSHIRE	
Postal Code:	03458-1476	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1269789	EXECUTIVE RECRUITER NEWS

CORRESPONDENCE DATA

(202)533-9099 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

202-467-8856 Phone:

Email: behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com

Correspondent Name: Vorys, Sater, Seymour and Pease LLP Address Line 1: P.O. Box 2255 -- IPLAW@VORYS Address Line 2: Attn: Richard S. Donnell, Esq. Address Line 4: Columbus, OHIO 43216

ATTORNEY DOCKET NUMBER:	02193-2/0769/1269789
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	06/20/2011

Total Attachments: 3

source=Kennedy APA - BNA assignment to KI Holdings#page1.tif source=Kennedy APA - BNA assignment to KI Holdings#page2.tif source=Kennedy APA - BNA assignment to KI Holdings#page3.tif

> TRADEMARK REEL: 004568 FRAME: 0867

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and executed as of this 10th day of November, 2000, by and between The Bureau of National Affairs, Inc., a Delaware corporation ("Assignor"), and Kennedy Information, Inc., a Delaware corporation ("Assignee").

WHEREAS, Kennedy Information, LLC, a New Hampshire limited liability company ("Seller"), and Assignor entered into that certain Asset Purchase Agreement, dated as of November 3, 2000 (the "Acquisition Agreement"), pursuant to which Seller agreed to sell to Assignor, and Assignor agreed to purchase from Seller, substantially all of the assets of Seller on the conditions and subject to the terms set forth in the Acquisition Agreement, for consideration in the amount and on the terms provided therein;

WHEREAS, the transactions contemplated by the Acquisition Agreement have been consummated by the parties thereto effective as of 12:01 A.M. (Eastern Time) on the date hereof;

WHEREAS, all capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Acquisition Agreement;

WHEREAS, Assignor, the sole stockholder of Assignee, now desires to assign to Assignee the Acquired Assets, as a contribution to the capital of Assignee without the issuance of additional capital stock of Assignee;

WHEREAS, Assignor now further desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's rights, obligations and liabilities under the Acquisition Agreement and the other agreements expressly provided for therein;

NOW THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements set forth herein and in the Acquisition Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Acquired Assets; Assigned Contracts. Assignor by these presents does hereby transfer, convey and assign to Assignee, and its successors and assigns, free and clear of liens, claims or encumbrances (other than those set forth in the Acquisition Agreement), on the date hereof all of Assignor's right, title and interest in and to the Acquired Assets, including, without limitation, the Assigned Contracts, subject to Section 1.1(b) of the Acquisition Agreement.
- 2. <u>Intellectual Property</u>. Assignor by these presents does hereby transfer, convey and assign to Assignee, and its successors and assigns, free and clear of liens, claims or encumbrances (other than those set forth in the Acquisition Agreement), on the date hereof all

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title and interest in and to, all ownership, management and control of, and all goodwill associated with, the Intellectual Property Assets, and all renewals or extensions thereof, including, without limitation, those registered copyrighted works and registered trademarks shown on Schedule A hereto, together with the right to recover for damages and profits and all other remedies for past infringement hereof.

Assignor agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignments as may be necessary, in the reasonable judgment of Assignee, to evidence or effectuate the foregoing.

- 3. Acquisition Agreement. Assignor does hereby transfer, assign and convey to Assignee all of its right, title and interest in and to, and all of its rights under, the Acquisition Agreement and the other agreements expressly provided for therein. Assignee does hereby assume and agree to fulfill and otherwise perform, in full, as and when due and in the manner and on the terms contemplated in the Acquisition Agreement and the other agreements expressly provided for therein, and indemnify and hold the Assignor harmless from and with respect to, all of Assignor's obligations and liabilities arising under the Acquisition Agreement and the other agreements expressly provided for therein.
- 4. <u>Interpretation</u>. The provisions of this Agreement are subject in all respects to the terms and conditions of the Acquisition Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names as of the date first above written.

THE BUREAU OF NATIONAL AFFAIRS, INC.

Name: Robert L. Velte

Title: Vice President for Strategic Development

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KI HOLDINGS KENNEDY INFORMATION, INC.

Name: Robert L. Velte

Title: President

SCHEDULE A

- 1. SearchSelect For Windows (TX-4-347-841)
- 2. SearchSelect Data (TX-4-648-172)
- An Overview of Executive Search in North America (TX-4-665-077) 3.
- Management Consulting Mergers and Acquisitions (TX-4-707-214) 4.
- Fees and Pricing Trends in Management Consulting (TX-4-707-215) 5.
- An Overview of Management Consulting in North America (TX-4-707-216) 6.
- Market Opportunities in Executive Search (TX-4-707-219) 7.
- The Directory of Outplacement Firms (TX-2-751-807) 8.
- Kennedy's Pocket Guide to Working With Executive Recruiters (TX-3-769-462) 9.
- SearchSelect: The Automated Directory of Executive Recruiters (TX-3-801-984) 10.
- SearchSelect: The Automated Directory of Executive Recruiters (TX-4-347-846) 11.
- SearchSelect: The Automated Directory of Executive Recruiters (TX-4-347-842) 12.
- Directory of Executive Recruiters (A-409650) 13.
- Directory of Executive Recruiters (A-454372) 14.
- Directory of Executive Recruiters (A-416630) 15.
- Directory of Executive Recruiters (A-934761) 16.
- International Directory of Executive Recruiters (A-488498) 17.
- Consultant News (Reg. No. 0935727) 1.
- 2. Executive Recruiter News (Reg. No. 1269789)
- 3. Searchselect (Reg. No. 1865666)
- CN (Reg. No. 1742277) 4.

RECORDED: 06/23/2011

Global IT Consulting Report (Reg. No. 2263832) 5.

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