

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Hunter Information Services, Inc.		03/07/2011	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CDC Publishing, LLC		
<b>Street Address:</b>	2001 9th Avenue, 2nd Floor		
<b>City:</b>	Vero Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32963		
<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>	
<b>Serial Number:</b>	85180127	RAIL PROJECT GUIDE	
<b>Serial Number:</b>	85180375	RPG RAILPROJECTGUIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617.570.1000		
<b>Email:</b>	mrovner@goodwinprocter.com		
<b>Correspondent Name:</b>	Miriam J. Rovner c/o Goodwin Procter LLP		
<b>Address Line 1:</b>	Exchange Place, 53 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	120027-154145		
<b>NAME OF SUBMITTER:</b>	Miriam J. Rovner		
<b>Signature:</b>	/mjr/		
<b>Date:</b>	08/25/2011		

OP \$65.00 85180127

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 7th day of March, 2011, by and between Hunter Information Services, Inc., a Tennessee corporation ("Assignor"), and CDC Publishing, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets related to the RPG (as defined in the Purchase Agreement), which is a line of business of Assignor; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

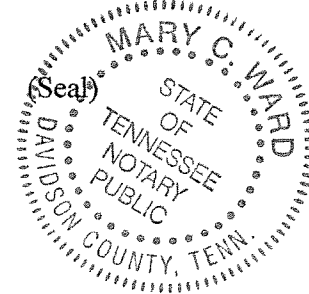
**HUNTER INFORMATION SERVICES, INC.**

By: Hunter A. Armstrong  
Name: Hunter A. Armstrong  
Title: President

On this 4th day of March, 2011, before me, the undersigned Notary Public, personally appeared Hunter A. Armstrong, proved to me through satisfactory evidence of identification, which was/were drivers license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Mary C. Ward  
Signature of Notary

My Commission Expires: 11/4/2013



ASSIGNEE:

**CDC PUBLISHING, LLC**

By: \_\_\_\_\_  
Name: Darren Sylvia  
Title: Chief Financial Officer

On this \_\_\_\_ day of March, 2011, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary

(Seal)

My Commission Expires: \_\_\_\_\_

*Signature page to Trademark Assignment*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

**HUNTER INFORMATION SERVICES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

On this \_\_\_\_ day of March, 2011, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

(Seal)

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

ASSIGNEE:

**CDC PUBLISHING, LLC**

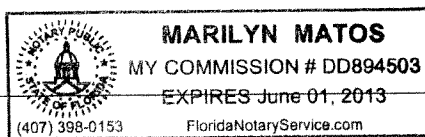
By: *Darren Sylvia*  
Name: Darren Sylvia  
Title: Chief Financial Officer

On this 4<sup>th</sup> day of March, 2011, before me, the undersigned Notary Public, personally appeared Darren Sylvia, proved to me through satisfactory evidence of identification, which was/were I.D., to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

*Marilyn Matos*  
Signature of Notary

(Seal)

My Commission Expires: \_\_\_\_\_



*Signature page to Trademark Assignment*

**TRADEMARK  
REEL: 004611 FRAME: 0429**

**Exhibit A**

**Marks**

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No. &amp; Date</i>	<i>Registration No. &amp; Date</i>
Rail Project Guide	U.S. Federal	85180127	Status Pending
RPG RAILPROJECTGUIDE	U.S. Federal	85180375	Status Pending