

## 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
Helen Dwight Reid Educational Foundation		07/08/2009	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Taylor & Francis Group, LLC		
Street Address:	6000 Broken Sound Parkway, NW		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2521885	WEATHERWISE	
Registration Number:	1276075	ENVIRONMENT	
Registration Number:	3076654	THE EXPLICATOR	
Registration Number:	3079468	PREVENTING SCHOOL FAILURE	
Registration Number:	3079503	ARCHIVES OF ENVIRONMENTAL HEALTH	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-781-6013		
Email:	chicago.trademarks@klgates.com, kate.starshak@klgates.com		
Correspondent Name:	Kathryn Starshak c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
NAME OF SUBMITTER:	Kathryn Starshak		

CH \$140.00 2521885

Signature:	/kathryn starshak/
Date:	04/17/2012
Total Attachments: 5 source=Helen Dwight TM Transfer#page1.tif source=Helen Dwight TM Transfer#page2.tif source=Helen Dwight TM Transfer#page3.tif source=Helen Dwight TM Transfer#page4.tif source=Helen Dwight TM Transfer#page5.tif	

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made this 8th day of July, 2009, by The HELEN DWIGHT REID EDUCATIONAL FOUNDATION, a Maryland not-for-profit corporation ("Assignor"), to TAYLOR & FRANCIS GROUP, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated the date hereof (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Purchased Assets (as defined in the Asset Purchase Agreement), including, without limitation, any right, title or interest the Assignor may have in the Trademarks (as such term is defined in the Asset Purchase Agreement); and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of the Trademarks and all goodwill of the Business associated therewith.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price set forth in the Asset Purchase Agreement, the receipt of a portion of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts, the transfer and assignment of, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the Business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Trademarks, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as if the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.


Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademark as of the date first above written.

ASSIGNOR:

THE HELEN DWIGHT REID  
EDUCATIONAL FOUNDATION

By:   
Name: \_\_\_\_\_  
Title: Executive Director

3.13.3 Standard Contracts. A sample set of all Executive Editor, Consulting Editor and Assignment of Copyright agreements used or intended to be used by the Seller are contained in Section 3.13.3 of the Disclosure Memorandum. This sample set represents the standard terms and conditions of such contracts entered into by Seller with all Executive Editors, Consulting Editors, Contributors and Authors contributors, editors and authors, who have provided any work for inclusion in a publication. Except as set forth in Section 3.13.3 of the Disclosure Memorandum, Seller has not entered into any such contract on terms which materially differ from the disclosed sample set.

3.14 Transferred Titles: Ownership, Right to Sell; Underlying Title Agreements. Set forth in Section 3.14(a) of the Disclosure Memorandum is a true and correct list of each agreement (including any amendments or modifications thereto) pursuant to which Seller acquired title to the Transferred Titles (such agreements being collectively herein referred to as the "Underlying Title Agreements"). Seller has heretofore delivered to Buyer true, correct and complete copies of all written Underlying Title Agreements and/or correct and complete summaries of all oral Underlying Title Agreements. Except as set forth in Section 3.14(b) of the Disclosure Memorandum, Seller owns, absolutely and unconditionally, each of the Transferred Titles, and has full right and authority to transfer title thereto to Buyer as contemplated hereunder, notwithstanding any contractual obligations of Seller contained in any such Underlying Title Agreement. Seller has heretofore complied with all of its contractual obligations contained in each of the Underlying Title Agreements, and Seller has no Knowledge of any claim or assertion by any of the counterparties to the Underlying Title Agreements that Seller is in default under the terms of any of them. Except as set forth in Section 3.14(b) of the Disclosure Memorandum, no past failure or breach on the part of Seller, nor any future failure or breach on the part of Buyer, to perform any of Seller's obligations under any Underlying Title Agreement will result in or give rise to a claim by the counterparty to such Underlying Title Agreement that Seller (or, following the Closing, the Buyer) is not the sole, true and lawful unencumbered owner of the Transferred Title which is the subject of such Underlying Title Agreement.

### 3.15 Intellectual Property.

3.15.1 Intellectual Property Assets. Set forth on Section 3.15.1 of the Disclosure Memorandum is a complete and accurate list of (i) all patents, trademark, trade names, service marks, copyrights, domain names and software (other than commercial off the shelf, click-wrap or shrink-wrap software) which are material to the Business of the Seller as currently conducted, taken as a whole, (ii) all web sites or domain names used by Seller in connection with the Business or the Transferred Titles and (iii) all written agreements relating to Intellectual Property Assets which the Seller is licensed or authorized by others to use, or which the Seller has licensed or authorized for use by others (collectively, the "Intellectual Property Assets"). Prior to the date hereof, the Seller has delivered or made available to the Buyer true, correct and complete copies of each of the agreements described in clause (iii) above.

3.15.2 Registrations. Set forth on Section 3.15.2 of the Disclosure Memorandum is a complete and accurate list of all trademark registrations, trademark applications, patent registrations, patent applications, domain name registrations, copyright registrations and

copyright applications of the Seller evidencing Intellectual Property Assets (collectively, the "*Intellectual Property Registrations*"). Prior to the date hereof, the Seller has delivered or made available to the Buyer true, correct and complete copies of each of the Intellectual Property Registrations.

3.15.3 No Infringement. The Seller owns legally enforceable rights to use or is licensed to use by a Person which has legally enforceable rights to license, all of the Intellectual Property Assets, other than property in the public domain. The Seller is not infringing, nor has Seller infringed, upon the rights of third parties through its use of the Intellectual Property Assets. There are no claims pending or, to Knowledge of the Seller, Threatened, alleging that the Seller has violated or, by conducting its Business as currently conducted, would violate any intellectual property rights of any other Person.

3.16 Transactions with Related Parties. Except for (i) the payment of employee compensation in the Ordinary Course of Business, (ii) routine business advances to be repaid or formally accounted for within sixty (60) days and which do not exceed \$1,000, in connection with the Business:

3.16.1 Since August 31, 2006, the Seller has not been a party to any Contract with, or any other commitment to, or has at any time, directly or indirectly, purchased, leased or otherwise acquired any property or obtained any services from, or sold, leased or otherwise disposed of any property or furnished any services to, any Affiliates.

3.16.2 No Affiliate of the Seller is, directly or indirectly, interested in any Contract with the Seller. No part of the property or assets of any Affiliate of the Seller is used by the Seller in the conduct or operation of its Business.

3.16.3 The Seller is not indebted, directly or indirectly, to any Affiliates, in any amount whatsoever, and no Affiliate of the Seller is indebted to the Seller. The Seller is not a guarantor of any indebtedness of any Affiliates.

3.16.4 No Affiliate of the Seller has any direct or indirect ownership interest in any Person with which the Seller has a business relationship or which competes directly or indirectly with Seller; provided, however, that the ownership of securities representing no more than 1% of the outstanding voting power of any creditor, supplier manufacturer, agent, representative, distributor or customer, and which are listed on any national securities exchange or traded actively in the national over-the-counter market, shall not be deemed to be a "ownership interest" as long as the Person owning such securities has no other connection or relationship with such creditor, supplier, agent, distributor or customer.

3.17 Third Party Consents. Set forth on Section 3.17 of the Disclosure Memorandum is a list of all notices which the Seller is or will be required to give to, and a list of all Consents which the Seller is or will be required to obtain from, any Person in connection with the execution and delivery of this Agreement or any of the other Transaction Documents, or the

Section 3.15

3.15.1(i)

The trademarks and copyrights set forth on Section 3.15.2.

The domain names set forth on Schedule 2.2.5.

The Advertising Software and agreement related thereto.

Certain of the Assumed Contracts relate to Intellectual Property Assets, as set forth therein.

3.15.2

Trademark Registrations

<b>Mark</b>	<b>Application No./ Registration No.</b> <b>Application Date/ Registration Date</b>	<b>Goods</b>
WEATHERWISE	2,521,885 December 25, 2001	Printed periodical publications featuring magazines in the field of weather, in Class 16
<b>ENVIRONMENT</b>	1,276,075 May 1, 1984	Magazine dealing with science's effect or impact on society in general, in Class 16
THE EXPLICATOR	3,076,654 April 4, 2006	Journals on literature, in Class 16
PREVENTING SCHOOL FAILURE	3,079,468 April 11, 2006	Journals on education, in Class 16
ARCHIVES ON ENVIRONMENTAL	3,079,503 April 11, 2006	Journals on medical science, in Class 16