

Form PTO-1594 (Rev. 12-11)
OMB Collection 0851-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

REED ELSEVIER PROPERTIES INC.

- Individual(s)
- Partnership
- Corporation- State: DELAWARE
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) APRIL 29, 2010

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PEERLESS MEDIA, LLC

Street Address: 111 SPEEN STREET, SUITE 200

City: FRAMINGHAM

State: MA

Country: USA Zip: 01701-2000

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other limited liab. co. Citizenship MASSACHUSETTS

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

752557

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

MODERN MATERIALS HANDLING

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kay Lyn Schwartz c/o Gardere Wynne Sewell LLP

Internal Address: 3000 THANKSGIVING TOWER

Street Address: 1601 ELM STREET

City: DALLAS

State: TEXAS

Zip: 75201-4761

Phone Number: 214-999-4702

Docket Number: 110054-3044

Email Address: IP@GARDERE.COM

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number 07-0153

Authorized User Name Kay Lyn Schwartz

9. Signature:

Kay Lyn Schwartz
Signature

8-14-12
Date

KAY LYN SCHWARTZ
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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REPI TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed and delivered as of April 29, 2010, by Reed Elsevier Properties Inc., a Delaware corporation ("Assignor") in favor of Peerless Media, LLC, a Massachusetts limited liability company ("Assignee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among 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 fully and exclusively 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 and the equivalent office in each country in which Assigned Marks are registered 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 of the Purchase Agreement. Assignor agrees, without additional consideration, to take such further actions and to execute any powers of attorney, applications, assignments, declarations, affidavits, and other papers necessary or desirable 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.

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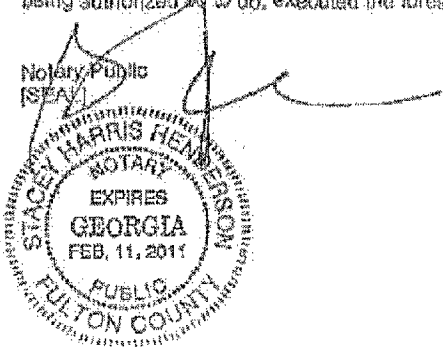
REED ELSEVIER PROPERTIES INC.

By: *Renee Simonon*
Name: Renee Simonon
Title: President

STATE OF Georgia
COUNTY OF Fulton

On this 25 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 as to do, executed the foregoing instrument for the purposes therein contained.

Notary Public
(SEAL)



(Signature Page to REPI Trademark Assignment)

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Schedule 1 to REPI Trademark Assignment

REPI Assigned Marks

MARK	REGULATORY	COUNTRY	CLASS	APPLICANT	APPL. DATE	REGISTRATION #	REG. DATE	STATUS
MODERN MATERIALS HANDLING	Read Elsevier Properties Inc.	United States of America (USA)	16	72148950	7/13/1982	752557	7/9/1983	Registered

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