

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
JOHN WILEY & SONS, INC.		08/31/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Google Inc.
Street Address:	1600 Amphitheatre Parkway
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3422055	DAY BY DAY
Registration Number:	1809108	UNOFFICIAL GUIDE
Registration Number:	2572647	UNOFFICIAL GUIDE
Registration Number:	3315652	WHATSONWHEN

CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	tmdocketing@google.com
Correspondent Name:	Google Inc.
Address Line 1:	1600 Amphitheatre Parkway
Address Line 4:	Mountain View, CALIFORNIA 94043

NAME OF SUBMITTER:	Gavin Charlston
Signature:	/GLC/

CH \$115.00 3422055

Date:

10/18/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 31st day of August, 2012 by and between John Wiley & Sons, Inc. (hereinafter "Assignor"), having its place of business at 111 River Street, Hoboken, New Jersey, 07030 USA, and Google Inc., a Delaware corporation ("Assignee"), having its place of business at 1600 Amphitheatre Parkway, Mountain View, California, 94043 USA.

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule A attached hereto and incorporated herewith, and all other rights appurtenant, including, but not limited to, common law rights, title and interest, trade name rights and the right to recover for past infringement in and to said trademarks and any applications and registrations thereof (hereinafter collectively referred to as the "Trademarks");

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement dated August 10, 2012 pursuant to which Assignors have sold, and Assignee has purchased all rights, title, and interest Assignor may possess in and to the Trademarks;

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademarks;
and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks;

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks, together with (i) the goodwill symbolized by said Trademarks, (ii) all registrations and applications for the Trademarks, (iii) all income, royalties, damages and payments in respect of the Trademarks, and (iv) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademark.

Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain, or evidence the rights hereby transferred. Assignee hereby agrees to defend, indemnify, and hold harmless Assignor, its officers, employees, and agents from any loss, claim, damage, expense, or liability which results from Assignee's registration, use, or assignment of the Trademarks and its performance or breach of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

JOHN WILEY & SONS, INC.

By:  _____

ELLIS COUZENS

Printed Name

EVP & CFO

Title

August 31, 2012

Date

GOOGLE INC.

By: _____

Printed Name

Vice President, Deputy General Counsel
and Assistant Secretary

Title

_____ Date

[Signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

JOHN WILEY & SONS, INC.

By: _____

Printed Name

Title

Date

GOOGLE INC.

By:  _____

Donald S. Harrison

Printed Name

Vice President, Deputy General Counsel
and Assistant Secretary

Title

August 31, 2012

Date

[Signature page to Trademark Assignment Agreement]