

## 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
ELSEVIER INC.		09/13/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PENNWELL CORPORATION		
Street Address:	1421 SOUTH SHERIDAN ROAD		
City:	TULSA		
State/Country:	OKLAHOMA		
Postal Code:	74112		
Entity Type:	CORPORATION: OKLAHOMA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2723835	JEMS JOURNAL OF EMERGENCY MEDICAL SERVICES	
Registration Number:	2731700	JEMS JOURNAL OF EMERGENCY MEDICAL SERVICES	
Registration Number:	2177682	FIRE RESCUE MAGAZINE	
CORRESPONDENCE DATA			
Fax Number:	7037399577		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7037394900		
Email:	BTAYLOR@STITES.COM		
Correspondent Name:	BREWSTER TAYLOR		
Address Line 1:	1199 NORTH FAIRFAX STREET		
Address Line 2:	SUITE 900		
Address Line 4:	ALEXANDRIA, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	254LT-0002		
NAME OF SUBMITTER:	BREWSTER TAYLOR		

OP \$90.00 2723835

Signature:	/BT/
Date:	11/07/2012
Total Attachments: 5 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif	

EXECUTION VERSION

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of September 13, 2012, is made and entered into by Elsevier Inc., a Delaware corporation ("Assignor") and PennWell Corporation, an Oklahoma corporation ("Assignee"). Capitalized terms used in this Assignment without definition have the respective meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has sold to Assignee certain assets, including all right, title and interest of Assignor throughout the world to certain trademarks and service marks, and all registrations thereof and applications for registration therefor, of the Acquired Business, including but not limited to those certain marks identified in Exhibit A hereto, together with the goodwill of the Acquired Business symbolized thereby (the "Transferred Marks");

WHEREAS, Assignor desires to sell, transfer and assign to Assignee all right, title and interest of Assignor in and to the Transferred Marks, together with the goodwill of the Acquired Business associated therewith, and Assignee desires to acquire the Transferred Marks from Assignor, together with the goodwill of the Acquired Business associated therewith; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under and as defined in the Purchase Agreement, and is subject to the terms and conditions thereof;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Assignor acknowledges as follows:

1. Assignment and Transfer. Assignor hereby assigns, transfers, conveys and delivers to Assignee, without restriction, all of Assignor's right, title and interest worldwide in and to the Transferred Marks. Without limitation of the generality of the interest conveyed, said conveyance includes (i) all of Assignor's right, title, and interest (both statutory and common law) in and to the Transferred Marks, any and all registrations and applications for registration thereof in the United States and throughout the world; and (ii) all trademark enforcement rights and remedies which Assignor may now have with respect to the Transferred Marks including Assignor's standing to assert civil, criminal, and administrative remedies of all kinds and Assignor's right to damages for past infringement thereof.

2. Recordation of Transfer of Patents and Trademarks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to

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issue all registrations and applications for registration included in the Transferred Marks in the name of Assignee.

3. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to conflicts of laws principles.

5. Amendments. No modification, waiver or amendment of this Assignment shall be binding unless executed in writing by the Assignor and Assignee. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

6. Counterparts. This Assignment may be executed in two or more parts, including by facsimile signature, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

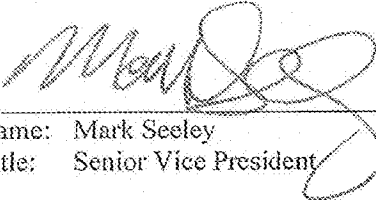
7. Terms of the Purchase Agreement Govern. In the event of any inconsistencies or ambiguities between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed as of have executed this Assignment as of the date first written above.

ELSEVIER INC.

PENNWELL CORPORATION

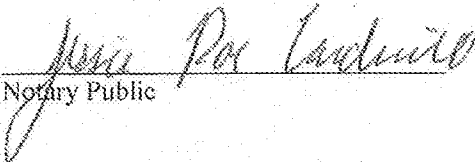
By:   
Name: Mark Seeley  
Title: Senior Vice President

By: \_\_\_\_\_  
Jayne Gilsinger  
Senior Vice President,  
Planning, Development &  
& Strategic Policy Advancement

COUNTY OF NEW YORK                    )  
  ) ss.  
STATE OF NEW YORK                    )

Before me, the undersigned, on this \_\_\_ day of September, personally appeared Mark Seeley, as Senior Vice President of Elsevier Inc. to me known to be the identical person who subscribed the name of Elsevier Inc. to the foregoing Trademark Assignment, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Elsevier, Inc. for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

  
Notary Public

My Commission Expires:  
4/9/16

JESSIE RAE CARDINALE  
NOTARY PUBLIC, State of New York  
No. 02CA6258984  
Qualified in New York County  
Commission Expires April 9, 2016

[Signature page to Trademark Assignment]



EXHIBIT A

TRANSFERRED MARKS

Trademark	Reg. Owner	Country Name	App. Number	App. Date	Class(es)	Reg. Number	Reg. Date
JEMS JOURNAL OF EMERGENCY MEDICAL SERVICES	Elsevier Inc.	USA	76422026	6/17/2002	44	2723835	6/10/2002
JEMS JOURNAL OF EMERGENCY MEDICAL SERVICES	Elsevier Inc.	USA	76419711	6/12/2002	16	2731700	7/1/2003
FIRE RESCUE MAGAZINE	Elsevier Inc.	USA	75305648	6/9/1997	16	2177682	7/28/1998
JEMS	Mosby, Inc. <sup>1</sup>	JAPAN	H05-061839	6/23/1993	16	3235286	12/25/1996

**Unregistered Marks:**

- EMS Insider
- Law Officer
- EMS Today Conference & Expo
- JEMS CE Learning Pack
- Fire EMS Blogs
- FireFighterNation
- JEMS Connect
- Law Officer Connect
- Emergency Services Ad Network
- International Conference on Disaster and Terrorism Preparedness

<sup>1</sup> Mosby, Inc. was merged into Seller.

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