

05-04-2000



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OPR/FINANCE

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>Submission Type</b> 4-11-00		<b>Conveyance Type</b>	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input type="checkbox"/> Assignment	<input checked="" type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year _____
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other _____	

**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**  Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1551890"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

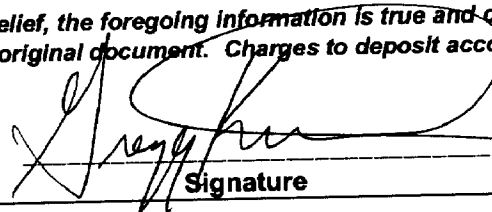
Authorization to charge additional fees:

Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Gregg Kirchhoefer  
Name of Person Signing



Signature

April 7, 2000  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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Other

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Trademark Application Number(s)

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Registration Number(s)

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## TRADE MARK LICENCE

DATED this 23<sup>rd</sup> day of December 1998.

BETWEEN <sup>INC</sup> SHORTLAND PUBLICATIONS ~~LIMITED~~, a corporation under the laws of the State of Delaware, USA, of 2B Cawley Street, Ellerslie, Auckland, New Zealand and MIMOSA PUBLICATIONS PTY LIMITED, an Australian company of 8 Yarra Street, Hawthorn, Victoria, Australia, trading as a joint venture, (hereinafter referred to as "the Owner") of the first part

AND <sup>REED</sup> ~~CPF~~ REED ELSEVIER INC <sup>REED PUBLISHING (USA) INC</sup>, a corporation under the State of Massachusetts, USA of 275 Washington Street, Newton, Massachusetts 02158, USA (hereinafter referred to as "the Licensee") of the other part

### BACKGROUND

A. The Owner will become the registered proprietor in the USA of the trade mark LITERACY 2000 Logo under No. 1551890, following assignment from the Licensee.

B. In consideration of the assignment of the trade mark from the Licensee to the Owner and in consideration of the sum of \$1, receipt of which is hereby acknowledged, the Owner has agreed to grant to the Licensee <sup>a sole and exclusive</sup> ~~an exclusive and~~ irrevocable licence to use the trade mark on the goods covered by the registration without payment of royalty and otherwise on the terms set out in this Agreement.

NOW THE PARTIES AGREE AS FOLLOWS:

1 The Owner hereby grants to the Licensee <sup>sole and</sup> the <sup>^</sup> exclusive right to use the trade mark on the goods set out in the trade mark registration, and on all promotional and advertising material associated with such goods in the USA, without royalty or other payment being made.

2 The term of use of the trade mark shall commence on the date of assignment of the trade mark from the Licensee to the Owner.

3 This Agreement may not be terminated by either party. The parties shall procure that the Agreement is binding on their successors, assigns, and nominees.

4 In the event of infringement or threatened infringement of the trade mark registration, by any third party, the party first becoming aware of the infringement or threatened infringement shall inform the other party. The Parties shall consult upon the action to be taken to prevent a third party infringing the trade mark registration and if they agree to take joint action shall share equally in the costs of such action and in any damages recovered. If either party does not wish to take action to prevent infringement the other party may take such action as it considers appropriate provided that it pays all costs involved and indemnifies the other for all costs expenses and losses of whatever description that it may incur. Provided that it gives such an indemnity the party taking the action shall be entitled to all damages and costs recovered in respect of the third

party infringement and the other Party shall act as the named plaintiff in the infringement proceedings and shall provide all assistance as is reasonably and practically required.

5 The Owner will renew the trade mark registration and keep it current for so long as it is able to do so. In the event that the Owner wishes to not renew the registration, it shall assign the trade mark registration to the Licensee (for nominal consideration).

6 The Owner will advise the Licensee on receipt of any action for removal of the trade mark registration. The Owner may defend such action for removal. If the Owner does not wish to defend the action for removal, the Owner shall assign the trade mark to the Licensee for nominal consideration.

7 The Licensee will permit the Owner or its authorised representative at all reasonable times to enter the Licensee's premises for the purpose of inspecting goods sold under the trade mark, and all promotional materials. The Licensee shall make available to the Owner copies of all brochures, posters and other publicity materials used by the Licensee which refer to the Licensee's goods under the trade mark.

8 The Owner hereby agrees to take all necessary action and execute all necessary documents (including but not limited to documents appointing the Licensee as registered user of the trade mark) to give effect to ~~the Licence and~~ the provisions hereof. In the event the Owner is unable or unwilling to take such action or execute such documents,

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CPF  
AMO

the Owner hereby grants to the Licensee an irrevocable Power of Attorney to take such action or execute such documents as may be required.

THIS AGREEMENT has been executed on the day and year first above written.

SIGNED on behalf of )

SHORTLAND PUBLICATIONS ) *Colwyn M. Dawson*

<sup>INC</sup>  
~~LIMITED~~ and MIMOSA ) *J. P. Law*

PUBLICATIONS PTY )

LIMITED )

*Managing Director Shortland Publications*  
Position:

*Marketing Director Mimosa Publications*  
Position:

SIGNED on behalf of )

Elsevier  
REED PUBLISHING )

(USA) INC )

*Wing F. Whynot*  
*Charles P. Fontaine*

*W21  
CPF*

*Vice President*  
Position:

*Assistant Clerk*  
Position: