Form PTO -1618A Expires 06/30/99 OMB 0651-0027

04-23-2001

**HEET** 

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

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TO: The Commissioner of Patents and Trade	emarks: Please record the attac	hed original document(s) or copy(ies).
Submission Type (X) New	Conveyance Type (X) Assignment	( ) License
( ) Resubmission (Non-Recordation) Document ID#	( ) Security Agreement	( ) Nunc Pro Tunc Assignment Effective Date
( ) Correction of PTO Error Reel # Frame #	( ) Merger ( ) Change of Name	CANCELLED
( ) Corrective Document Reel # Frame #	( ) Other:	
	nal names of conveying parties attached	Execution Date  Month Day Year
Name Reed Elsevier, Inc.		03 22 2001
Formerly		
( ) Individual ( ) General Partnership (	( ) Limited Partnership (X)	Corporation ( ) Association
( ) Other		
(X) Citizenship/State of Incorporation/Organization	n Massachusetts	
Daniel Danie	names of receiving parties attached	
Name Al/CCJ, LLC	iames of receiving parties attached	
		0065671
DBA/AKA/TA		7795971
Composed of		
Address (line 1) 3200 Rice Mine Road, N.E.		
Address (line 2) P.O. Box 2029		
Address (line 3) Tuscaloosa, city	Alabama/USA State/Country	35406 Zip Code
( ) Individual ( ) General Partnership	( ) Limited Partnership	( ) If document to be recorded is an
( ) Corporation ( ) Association		assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
(X) Other: Limited Liability Company		(Designation must be a separate document from Assignment.)
(X) Citizenship/State of Incorporation/Organization	n Alabama	
	FOR OFFICE USE ONLY	

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

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Corresponden	t Name and Address	Area Code and	Telephone Number	205-521-8369	
Name	Nathan W. Johnson, Esq.				
Address (line 1)	Bradley Arant Rose & White	e LLP			
Address (line 2)	2001 Park Place				
Address (line 3)	Suite 1400				
Address (line 4)	Birmingham, AL 35203-273	<u> 86</u>			
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•	plication Number(s) or	•	` '	) Mark if additional numbers attached I numbers for the same property).	
Tr	ademark Application Numbe	er(s)	Re	gistration Number(s)	
			2295971 2294467 1844410 2198634 2365795 1978560	2396908 0802284 0936648 2034469 1271293	
Number of Pro	perties	Enter the total	number of propert	es involved. # <u>11</u>	
Fee Amount		Fee Amount fo	r Properties Listed	(37 CFR 3.41): \$ <u>290</u>	_
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Deposit Accou (Enter for payment	nt by deposit account or if additiona	al fees can be charg Deposit	ed to the account.) Account Number:	#	
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Statement and	Signature		1		
attached copy indicated herei		e foregoing info	ormation is true and arges to deposit a	correct and any count are authorized, as	
Nathan W. Joh Name of Persor	Signing	igrature		Date	

## TRADEMARK ASSIGNMENT

WHEREAS, REED ELSEVIER INC., a Massachusetts corporation, (hereinafter, "Assignor"), is or may be the owner of trademarks, and the applications and registrations therefor, (if any) specifically set forth on the attached <u>Schedule A</u> (collectively the "Trademarks") along with the good will of the business symbolized thereby; and

WHEREAS, AI/CCJ, LLC (hereinafter, "Assignee"), an Alabama limited liability company, having a principal business address at 3200 Rice Mine Road N.E., P.O. Box 2029, Tuscaloosa, Alabama 35406, desires to acquire the entire right, title and interest, in and to said Trademarks.

"Assignment") and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, and set over to Assignee, for its own use and enjoyment and for the use and enjoyment of its successors, assigns, and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, Assignor's entire right, title and interest in the United States, all foreign countries and jurisdictions, and throughout the universe, in the Trademarks and any renewals thereof, together with the good will of the business symbolized by said Trademarks, or otherwise associated with the business conducted in connection with said Trademarks, and all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, dilution, damages, or other unauthorized use or impairment of the rights assigned to Assignee under this Assignment.

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Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record Assignee as owner of the Trademarks as assignee of the entire title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby agrees to execute (and/or to have promptly executed by its predecessors, if any) any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred; provided, however, that the provision of the foregoing cooperation and assistance by Assignor shall be at the sole expense of Assignee.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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WHEREFORE, Assignor and Assignee have caused this Assignment to be duly executed below, on the dates indicated by their duly authorized officers.

REED ELSEVIER INC. ("Assignor")	AI/CCJ, LLC ("Assignee")			
By: Print Name:	By:Print Name:			
Title:	Title:			
Date: March 22, 2001	Date: March 22, 2001			

WHEREFORE, Assignor and Assignee have caused this Assignment to be duly executed below, on the dates indicated by their duly authorized officers.

REED ELSEVIER INC. ("Assignor")	AI/CCJ, LLC ("Assignee")			
By: Print Name: Marc Teren	By: Print Name:			
Title: Exec VP	Title:			
Date:	Date:			

WHEREFORE, Assignor and Assignee have caused this Assignment to be duly executed below, on the dates indicated by their duly authorized officers.

REED ELSEVIER INC.

("Assignor")

AI/CCJ, LLC

("Assignee")

By:\_\_\_\_\_

Print Name:

Title:

Date: March 22, 2001

Title: VP/CFO

Print Name:

Date: March 22, 2001

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SCHEDULE A

Trademark Schedule

Reed Elsevier Inc.

1. See lists of Trademarks attached hereto.

83/27/2001

## REED ELSEVIER TRADEMARKS (trucking)

A Derb	Tuto-	goodly South		5. A. S.	Solve One	all riverity	2000 1001 1001 1001
Al	USA	75/575 701	10/22/9 8	229597 1	11/30/9 9	Reed Bisevier Inc.	regis- tered
ALAUTOMO- TIVE INDUSTRIES and Design	USA	75/568 <b>3</b> 47	10/9/98	239690 8	10/24/0 0	Reed Elsevier Inc.	regis- tered
ai insider	USA	75/570 816	10/14/9 8	229446 7	11/23/9 9	Reed Elsevier Inc.	regis- tered
AUTOMO- TIVE INDUSTRIES	USA	72/218 073	\$/\$/6\$	802284	1/18/66	Reed Elsevier Inc.	renewed
COMMER- CIAL CARRIER JOURNAL	USA	74/413 830	7/19/93	184441 0	7/12/94	Reed Elsevier Inc.	regis- tered
OWNER OP- ERATOR	USA	72/339 139	9/29/69	936648	6/27/72	Reed Elsevier Inc.	renewed
RPM EXTRA and Design	USA	75/403 594	12/11/9 7	219863 4	10/20/9 8	Reed Elsevier Inc	regis- tered
RPM FOR TRUCKERS PROFES- SIONAL DRIVER and Design	USA	74/687 917	6/13/95	203446 9	1/28/97	Reed Elsevier Inc.	regis- tered
RPM FOR TRUCKERS and Design	Canada	08241 63	9/24/96	TMA 489364	2/5/98	WCR Logos, Inc.	regis- tered

Sellers have a Trademark Assignment from WCR Logos, Inc. with respect to such Trademark. Sellers shall psomptly file such Trademark Assignment with the appropriate registry office upon the request of Purchaser.

AI-ONLINE	USA	75/567 627	10/9/98	236579 5	7/11/00	Reed Elsevier Inc.	regis- tered
COMMER- CIAL CARRIER JOURNAL	USA	73/398 748	9/30/82	127129 3	3/20/84	Reed Elsevier Inc.	regis- tered
RPM FOR TRUCKERS and Design	USA	74/714 929	8/14/95	197856 0	6/4/96	Reed Elsevier Inc.	regis- tered

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**RECORDED: 04/10/2001**