## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	11/03/2006

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Merslie, Inc., d/b/a COIN Educational Products		11/03/2006	CORPORATION: OHIO

#### **RECEIVING PARTY DATA**

Name:	EBSCO Publishing, Inc.	
Street Address:	10 Estes Street	
City:	Ipswich	
State/Country:	MASSACHUSETTS	
Postal Code:	01938	
Entity Type:	CORPORATION: ALABAMA	

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2158082	COIN
Registration Number:	2617327	COIN3

#### **CORRESPONDENCE DATA**

900063772

Fax Number: (404)685-7070

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

404 815 3770 Phone:

Email: caholland@sgrlaw.com Correspondent Name: Christopher A. Holland Address Line 1: 1230 Peachtree Street, N.E. Address Line 2: Suite 3100, Promenade II Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 043961.045

NAME OF SUBMITTER: Christopher A. Holland

TRADEMARK

**REEL: 003436 FRAME: 0972** 

Signature:	/Christopher A. Holland/	
Date:	12/01/2006	
Total Attachments: 4 source=Coin assmt#page1.tif source=Coin assmt#page2.tif source=Coin assmt#page3.tif source=Coin assmt#page4.tif		

### WORLDWIDE TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 3, 2006 ("Closing Date") by and between MERSLIE, Inc., d/b/a COIN Educational Products, an Ohio corporation whose principal place of business is located at 3361 Executive Parkway, Suite 302, Toledo, OH 43606("Assignor") and EBSCO Publishing, Inc., an Alabama corporation whose principal place of business is located at 10 Estes Street, Ipswich, MA 01938, USA ("Assignee")

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of November 3, 2006 (the "Agreement"), providing, on the terms and conditions set forth in the Agreement, for the sale of the Purchased Assets (as defined in the Agreement) of the Assignor to the Assignee that comprise substantially all of the assets and undertakings of the Assignor to which the Marks pertain;

WHEREAS, pursuant to the Agreement, the Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of each Assignor's right, title and interest in and to the trademarks, service marks, trade names, logos, trade dress and domain names relating primarily to the Purchased Assets and the registrations and pending applications thereof, as set forth and described on Schedule 1(a) of the Agreement and on Exhibit A attached to and made a part of this Assignment, together with the goodwill associated therewith (collectively, the "Marks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby confirms that it has, pursuant to the Agreement, transferred, conveyed and assigned and set over to the Assignee any and all right, title and interest that the Assignor has in respect of the Marks, and hereby sells, assigns, transfers, conveys and sets over to Assignee and its successors, assigns and nominees absolutely and forever, Assignor's entire right, title and interest worldwide in and to the following:

- 1. All of the Marks, together with the goodwill of that part of the business that they represent;
- Any and all other rights, priorities and privileges of Assignor provided under any local, national or international law, rule or regulation, or any compact, treaty, protocol, convention or organization, now or hereafter in effect, including common-law rights, trade dress rights and rights under the laws of unfair competition with respect to the Marks, together with all income, royalties or payments due or payable as of the Closing Date or thereafter in respect thereof ("Related Rights"):
- 3. Any and all rights to obtain renewals, extensions or reinstatements of any of the foregoing pertaining to the Marks and Related Rights; and
- 4. Any and all causes of action at law or in equity for any and all infringement, imitation, dilution (or analogous violation) or other unauthorized use of any of the Marks or Related Rights, and the right to claim, receive and retain all monetary proceeds and other relief and benefits relating to those causes of action.

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Assignor hereby authorizes Assignee to request the Trademark Office, or analogous entity or agency, in each applicable country or jurisdiction, to record Assignee as the assignee and owner of the Marks.

To the extent that the assignment of any Marks contemplated by this Assignment is not effective in any jurisdiction for whatever reason, this Assignment shall not operate as such with respect to such Marks. In any such event, Assignor shall use its best efforts to grant to the Assignee ownership rights to the relevant Marks, and if not possible, rights as close as possible to ownership of the relevant Marks. In any event, Assignor shall, without further consideration, comply with any reasonable request by Assignee, at Assignee's expense, to execute and deliver promptly any additional documents as may be reasonable necessary in order to render effective the consummation of the transactions contemplated hereby and under the Agreement.

This Assignment is effective as of the Closing Date and shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, U.S.A.

Subject to any applicable legislation in any applicable country or jurisdiction with respect to the association of trademarks, the parties agree that the assignment of each Mark on Exhibit A to this Assignment, shall be construed as separable and divisible from the assignment of every other Mark. The unenforceability or invalidity of this Assignment with respect to any one Mark shall not limit its enforceability or validity, in whole or in part, with respect to any other Mark.

This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each party and received by the other party.

This Assignment, together with the Agreement, represent the entire Agreement between the parties with respect to the ownership of the Marks and supersede any and all prior agreements, understandings and communications between the parties, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Closing Date.

MERSLIE, Inc.

\_\_ \_

Name: Rodney W. Durgin

Its:

President

EBSCO Publishing, Inc.

By:

Name: Tim Collins

Its:

Vice President

MELANIE ANN KRAMER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 7, 2012

SANDRA

My Commission Expires

# **EXHIBIT A**

COIN

Expiration Date: 5/19/2008

Registration Number: 2,158,082

COIN3 and Design

Expiration Date: 9/10/2014

Registration Number 2,617,327

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Commonwealth of Massachusetts	)			
County of ESS	> ss.			
On this the 3 day of Wolfman Month	, and the undersigned Notary Public,			
personally appeared Tim Collins	Name(s) of Signer(s)			
proved to me through satisfactory evi	dence of identity, which was/were			
personal knowledge				
Description of Evidence	•			
MELANIE ANN KRAMER  Notary Public  Commonwealth of Massachusetts  My Commission Expires  September 7, 2012	was/were signed on the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her/their knowledge and belief.  Signature of Notary Public  Milanie Arm Branch  Printed Name of Notary  My Commission Expires (1/7//2)			
Place Notary Seal and/or Any Stamp Above				
Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.  Right Thumbprint of Signer.  Top of thumb here				
Description of Attached Document				
Title or Type of Document: worldwide Trademark Assign New				
Document Date: 11/3/070 Number of Pages: 3				
Signer(s) Other Than Named Above:				

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**RECORDED: 12/01/2006**