

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
Applied Discovery Inc.		12/31/2007	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Reed Elsevier Inc.		
Street Address:	2 Newton Place		
Internal Address:	Suite 350		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02458		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78616139	PREDISCOVERY	
Registration Number:	2639024	IMAGE CAPTURE ENGINEERING INCORPORATED	
Registration Number:	1740969	DATAFLIGHT SOFTWARE	
Registration Number:	3241475	CONCORDANCE	
CORRESPONDENCE DATA			
Fax Number:	(302)884-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	302-884-8309		
Email:	jacqueline.gregorski@lexisnexis.com		
Correspondent Name:	Jacqueline Gregorski		
Address Line 1:	1105 N. Market Street		
Address Line 2:	Suite 501		
Address Line 4:	Wilmington, DELAWARE 19801		
ATTORNEY DOCKET NUMBER:	ADI TM ASSIGNMENT		

OP \$115.00 78616139

NAME OF SUBMITTER:	Jacqueline Gregorski
Signature:	/Jacqueline Gregorski/
Date:	03/27/2008
Total Attachments: 3 source=ADI trademark assignment0001#page1.tif source=ADI trademark assignment0001#page2.tif source=ADI trademark assignment0001#page3.tif	

ADI TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is executed and delivered as of December 31, 2007, by Applied Discovery Inc., a Washington corporation ("**Assignor**") in favor of Reed Elsevier Inc., a Massachusetts corporation (the "**Company**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement (as hereinafter defined).

WHEREAS, pursuant to that certain Contribution Agreement, dated as of the date hereof (the "**Contribution Agreement**"), by and between Assignor and the Company, Assignor has assigned to the Company its interest in, and Assignor has agreed to execute this Assignment to enable the Company to record the assignment of, (i) the trademarks and trademark applications, and (ii) all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, foreign counterparts, and extensions of the trademarks and trademark applications, in each case listed on Schedule 1 hereto (the "**Assigned Marks**").

NOW, THEREFORE, for good and valuable consideration provided in the Contribution Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as follows:

1. Assignor hereby conveys, transfers, and assigns to the Company any and all right, title, and interest of Assignor in and to the Assigned Marks and all related common-law rights and all goodwill associated therewith and the right to sue and recover (for the sole use and benefit of the Company and its successors, assigns, or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto.

2. The Company is to hold all right, title, and interest in and to the Assigned Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 1 not been made.

3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent office in each country in which Assigned Marks are registered to record the Company as the assignee and owner of the Assigned Marks and to issue any trademarks which may be granted on any applications included in the Assigned Marks to the Company as assignee of the entire right, title and interest therein and thereto.

4. This Assignment is valid as between the parties as of the date of the Contribution Agreement. Assignor agrees, without additional consideration, to take such further actions and to execute any powers of attorney, applications, assignments, declarations, affidavits, and other papers necessary or desirable to transfer, vest, record and perfect good, valid and marketable title in the Assigned Marks to the Company.

5. To the extent there is a conflict between the terms and provisions of this Assignment and the Contribution Agreement, the terms and provisions of the Contribution Agreement will govern.

6. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[Signature page follows]

IN WITNESS WHEREOF, ADI has executed this Assignment as of the date first written above.

APPLIED DISCOVERY INC.

By: Renee Simonton
Name: Renee Simonton
Title: Vice President

STATE OF Delaware
COUNTY OF New Castle

On this 31 day of December, 2007, before me the signatory above personally appeared and acknowledged to be the above-stated officer of Applied Discovery Inc., and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public
[SEAL]

Margaret C. Tracy

MARGARET C. TRACY
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Aug. 8, 2009

Schedule 1 to ADI Trademark Assignment

ADI Assigned Marks

ICE:

MARK	OWNER	COUNTRY	REG. #	REG. DATE	STATUS
IMAGE CAPTURE ENGINEERING INCORPORATED and design	ADI	USA	2,639,024	October 22, 2002	Registered
PREDISCOVERY	ADI	USA	Pending Registration (application #78/616,139)	Filed on April 25, 2005	Pending Registration

Dataflight:

Dataflight
Dataflight Software®
Concordance®
Opticon™
FYI™
FYI Reviewer™
Hosted FYI™
CoreServer™
ASPServer™
Passport
PassportReader™
PassportPublisher™
Expect More. Get More.™
Prepare for Trial with Confidence™

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