

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/1998

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Counterpoint Press, Incorporated		01/01/1998	CORPORATION: DISTRICT OF COLUMBIA

RECEIVING PARTY DATA

Name:	Counterpoint Press, L.L.C.
Street Address:	1627 I Street, N.W. Suite 850
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2167870	COUNTERPOINT

CORRESPONDENCE DATA

Fax Number: (415)989-1663
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (415)391-4800
 Email: tm@cpdb.com
 Correspondent Name: Coblenz, Patch, Duffy & Bass LLP
 Address Line 1: One Ferry Building, Suite 200
 Address Line 4: San Francisco, CALIFORNIA 94111-4213

ATTORNEY DOCKET NUMBER:	12906-04
NAME OF SUBMITTER:	Karen S. Frank
Signature:	/KSF/

CH \$40.00 2167870

Date:

04/18/2008

Total Attachments: 4

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LIMITED LIABILITY COMPANY AGREEMENT
FOR COUNTERPOINT PRESS, L.L.C.

LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") made as of January 1, 1998 by and among Perseus Books, L.L.C. ("Perseus"), Counterpoint Press Incorporated ("Counterpoint"), Jack W. Shoemaker ("Shoemaker") and each other Person that becomes a member of Counterpoint Press, L.L.C. (the "Company"), a limited liability company formed under the Delaware Limited Liability Company Act (the "Act"). This Agreement constitutes the "limited liability company agreement" for the Company.

RECITALS

- A. Counterpoint was formed in December 1994 for the purpose of establishing a book publishing business.
- B. Counterpoint has determined that it is in its best interests to restructure its business by contributing all of its assets to the Company on the terms set forth herein.
- C. Immediately after the execution and delivery of this Agreement, Counterpoint shall contribute and transfer all of its membership interest in the Company to Perseus in accordance with the Membership Exchange Agreement dated as of January 1, 1998 by and between Counterpoint and Perseus (the "Exchange Agreement").
- D. Shoemaker has served as Associate Publisher, Editor-in-Chief and President of Counterpoint since its formation; at the time of Counterpoint's formation, Counterpoint and Shoemaker contemplated that Shoemaker would be granted a right to purchase 20% of the equity of Counterpoint for the same consideration paid by the other executive officers of Counterpoint.
- E. Since the formation of Counterpoint, substantial additional capital has been advanced to Counterpoint thereby diluting the equity interest in Counterpoint that was contemplated to be issued to Shoemaker as described above.
- F. Shoemaker, Counterpoint and Perseus have agreed that in lieu of granting Shoemaker the purchase right described above, and in consideration of services performed or to be performed by Shoemaker, Shoemaker shall be granted the membership interest in the Company set forth herein.

In consideration of the foregoing and the respective covenants and agreements contained herein, the Members of the Company hereby agree as follows:

2.3 Limitation of Liability of Members and Others. Except as otherwise required by applicable law, the debts, obligations and liabilities of the Company whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member or Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as a Manager. The Manager and each officer of the Company, to the maximum extent now or hereafter permitted by applicable law, shall have no personal liability to the Company or its Members for monetary damages for breach of fiduciary duty as a manager or officer.

2.4 Assignment. Except for an assignment by a Member to an Affiliate of such Member, which shall be effective upon written notice thereof to the Manager and compliance with applicable laws, no Member may assign its interest in the Company, and no assignee of such interest shall be admitted as a Member of the Company, without the approval of the Manager, and any such assignment shall be void if undertaken without such approval.

2.5 Initial Capital Contributions.

(a) Neither Perseus nor Shoemaker shall be required to make any initial capital contribution to the Company. Counterpoint shall contribute to the Company all of its right, title and interest in and to all of the assets owned by Counterpoint on the date hereof and all of its rights under each publishing agreement to which it is a party; provided that Counterpoint shall not contribute to the Company its rights under any publishing agreement, and this Agreement shall not constitute an agreement to assign or otherwise transfer any such publishing agreement, or any rights thereunder, if an attempted assignment or transfer thereof would constitute a breach thereof, would be ineffective, or would violate any applicable law without the consent of a third party to such assignment or transfer. Counterpoint and the Company shall use their best efforts to obtain all such consents as promptly as practicable after the date hereof, which efforts shall not include making any monetary payments in connection therewith. Until such consent or waiver has been obtained, the Company shall make all reasonable efforts to perform in Counterpoint's name all of Counterpoint's obligations under any such agreement for which any such consent has not been obtained. The Company and Counterpoint shall cooperate in any reasonable arrangement designed to provide for the Company all of the benefits, and to have the Company assume the burdens, liabilities, obligations and expenses under all such agreements. At the Company's request, Counterpoint shall, at the Company's sole cost and expense, take all reasonable efforts requested by the Company to enforce, for the benefit of the Company, any and all rights of Counterpoint under any such agreement not otherwise transferred pursuant to the provisions of this Agreement. Counterpoint hereby authorizes the Company to perform, and the Company hereby agrees to perform, all of Counterpoint's obligations after the date hereof under all such agreements. Counterpoint agrees to remit promptly to the Company all collections or payments received by Counterpoint in respect of all such agreements, and shall hold all such collections or payments for the benefit of, and promptly pay the same over to, the Company; provided, however, that nothing set forth in this Section 2.5(a) shall create or provide any rights or benefits in or to third parties. In furtherance of the foregoing, Counterpoint and the Company shall execute and

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first above written.

PERSEUS BOOKS, L.L.C.

By: Kenneth M. Socha
Name: Kenneth M. Socha
Title: Executive Vice President

**COUNTERPOINT PRESS,
INCORPORATED**

By: Kenneth M. Socha
Name: Kenneth M. Socha
Title: Executive Vice President

JACK W. SHOEMAKER

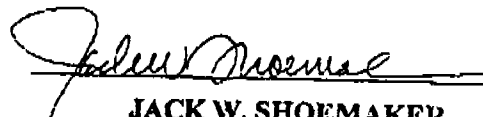
IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first above written.

PERSEUS BOOKS, L.L.C.

By: _____
Name: Kenneth M. Socha
Title: Executive Vice President

**COUNTERPOINT PRESS,
INCORPORATED**

By: _____
Name: _____
Title: _____



JACK W. SHOEMAKER