

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
Penny Arcade, Inc.		07/24/2008	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Reed Elsevier Inc.		
Street Address:	383 Main Street		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77473969	PAX	
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 300		
Address Line 4:	Wilmington, DELAWARE 19801		
ATTORNEY DOCKET NUMBER:	PAX		
NAME OF SUBMITTER:	Jacqueline Gregorski		
Signature:	/Jacqueline Gregorski/		
Date:	03/12/2009		

OP \$40.00 77473969

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made between Penny Arcade, Inc., a Washington corporation ("Assignor"), having a place of business at 12317 15th Avenue N.E. #108, Seattle, Washington, 98125 and **REED EXHIBITIONS**, a division of Reed Elsevier Inc., a Massachusetts corporation ("Assignee"), having a place of business at 383 Main Street, Norwalk, Connecticut 06851.

WHEREAS, Assignor is the owner of the marks "PAX" ("Marks"), which Marks are the subject of the following Trademark Application Nos. in the United States:

77473969

which are hereinafter referred as the Registrations.

WHEREAS Assignor has used the Marks to identify Assignor as the source of the goods and services set forth in the descriptions of goods/services in the Registrations and other goods/services provided in the normal course of business; and

WHEREAS Assignor has sold, assigned and/or otherwise transferred over such portion of its business associated with the Marks to the Assignee; and

WHEREAS the Assignee is desirous of acquiring the entire right, title and interest in and to the Mark and the Registrations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

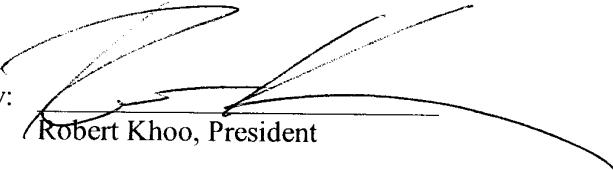
1. Assignor does hereby sell, transfer, assign and otherwise convey to the Assignee, all Assignor's right, title and interest in the following:
 - (i) the Marks and any common law rights, trade name rights and any registration and renewals thereof, including, but not limited to the Registrations;
 - (ii) the goodwill of that portion of Assignor's business connected with pertaining to, and symbolized by the Marks; and
 - (iii) the ownership of all causes of action for, and claims for damages by reason of infringement of the Marks, which actions arose prior to the date of execution hereof.
2. This Trademark Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties.
3. Assignor hereby agrees that the Assignee shall have the right to record this instrument of assignment.

4. Assignor hereby agrees to execute such other documents or perform such other and further acts as may be requested by Assignee in order for Assignee to perfect, confirm, record, register, enforce or otherwise enjoy any of the rights granted to Assignee hereunder.

(Signatures appear on the following page)

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment.

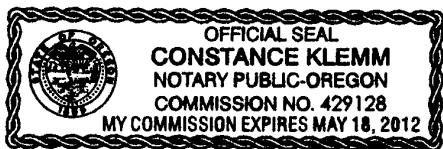
PENNY ARCADE, INC.

By: 
Robert Khoo, President

Date: 7/24/08

State of Oregon
County of Multnomah

On this 24th day of July, 2008, personally appeared Robert Khoo, to me known and know to me to be the President of Penny Arcade, Inc., the assignor above named, and acknowledged that he executed the foregoing Trademark Assignment on behalf of said assignor and pursuant to authority duly received.




Notary Public

Commission expires: 5/18/2012

(SEAL)