

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Reed Elsevier Inc.		05/07/2010	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MB Media LLC		
<b>Street Address:</b>	14 Weirwood Road		
<b>City:</b>	Radnor		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3330249	HOUSING GIANTS	
Registration Number:	3460851	HOUSING GIANTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(336)723-5181		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	336-723-5180		
<b>Email:</b>	jarcher@ennsandarcher.com		
<b>Correspondent Name:</b>	Julia C. Archer		
<b>Address Line 1:</b>	939 Burke Street		
<b>Address Line 4:</b>	Winston-Salem, NORTH CAROLINA 27101		
<b>ATTORNEY DOCKET NUMBER:</b>	REI TO MB MEDIA ASSIGN		
<b>NAME OF SUBMITTER:</b>	Julia C. Archer		
<b>Signature:</b>	/jarcher/		

**CH \$65.00 3330249**

**900162608**

**TRADEMARK  
 REEL: 004209 FRAME: 0154**

Date:

05/19/2010

**Total Attachments: 3**

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## REI TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "**Assignment**") is executed and delivered as of May 7, 2010, by Reed Elsevier Inc., a Massachusetts corporation ("**Assignor**") in favor of MB Media LLC, a Pennsylvania limited liability company ("**Assignee**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), by and among Reed Elsevier Properties Inc., a Delaware corporation, Assignor and Assignee, Assignor has agreed to assign to Assignee its interest in, and to execute this Assignment to enable Assignee 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 Purchase 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 Assignee 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 Assignee 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. Assignee 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 Assignee 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 Assignee 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 Purchase 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 Assignee.

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

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

REED ELSEVIER INC.

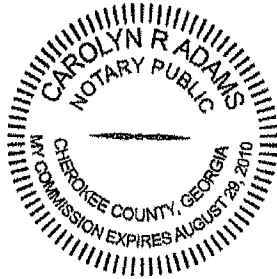
By: \_\_\_\_\_

Name: John Poulin  
Title: CEO, RBI-US

STATE OF Georgia  
COUNTY OF Fulton

On this 7<sup>th</sup> day of May, 2010, before me the signatory above personally appeared and acknowledged to be the above-stated officer of Reed Construction Data Inc., and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public  
[SEAL]



*Carolyn R. Adams*

(Signature Page to REI Trademark Assignment)

Schedule 1 to REI Trademark Assignment

REI Assigned Marks

<u>Mark (Profile Name)</u>	<u>Reg. Owner</u>	<u>Country Name</u>	<u>Class(es)</u>	<u>Application #</u>	<u>App. Date</u>	<u>Registration #</u>	<u>Reg. Date</u>	<u>TM status</u>
HOUSING GIANTS	Reed Elsevier Inc.	United States of America (USA)	16	77011276	10/1/2006	3330249	11/6/2007	Registered
HOUSING GIANTS	Reed Elsevier Inc.	United States of America (USA)	41	77247678	8/6/2007	3460851	7/8/2008	Registered