

07-12-10 04:28pm From-GARDERE

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T-558 P.02/05 F-303

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U S Patent and Trademark Office. Please record the attached documents or the new address(es) below

1. Name of conveying party(ies): REED ELSEVIER INC. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State <u>MASSACHUSETTS</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input type="checkbox"/> No Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input type="checkbox"/> No Name <u>PEERLESS MEDIA LLC</u> Internal <u>P.O. BOX 1496</u> Address _____ Street Address: <u>111 SPEEN STREET, SUITE</u> City: <u>FRAMINGHAM</u> State: <u>MA</u> Country: <u>USA</u> Zip: <u>01701-2000</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other (im lab co LLC) Citizenship <u>MASSACHUSETTS</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance / Execution Date(s) : Execution Date(s) <u>APRIL 29 2010</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No (s) _____ B. Trademark Registration No (s) <u>2913208; 1997699; 1349273; 2183152; and 2935155</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown) <u>LOGISTICS MANAGEMENT, LOGISTICS MANAGEMENT, MATERIAL HANDLING PRODUCT NEWS; SUPPLY CHAIN MANAGEMENT REVIEW, and SUPPLY CHAIN MANAGEMENT REVIEW</u>			
5. Name & address of party to whom correspondence concerning document should be mailed: Name <u>KAY LYN SCHWARTZ C/O GARDERE WYNNE SEWELL LLP</u> Internal Address <u>3000 THANKSGIVING TOWER</u> Street Address: <u>1601 ELM STREET</u> City <u>DALLAS</u> State <u>TEXAS</u> Zip: <u>75201-4761</u> Phone Number <u>214-999-4702</u> Fax Number <u>214-999-3702</u> Email Address: <u>JP@GARDERE.COM</u>		6. Total number of applications and registrations involved: 5	
7. Total fee (37 CFR 2.6(b)(6) & 3.41) <u>\$165.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed		8. Payment information: Deposit Account Number <u>07-0153</u> Authorized User Name <u>KAY LYN SCHWARTZ</u>	
9. Signature: <u>Kay Schwartz</u> Signature _____ Date <u>7-12-10</u> Name of Person Signing <u>KAY LYN SCHWARTZ</u>		Total number of pages including cover sheet, attachments, and document: 5	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

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9. Signature: <u>Kay L Schwartz</u> <u>7-12-10</u> Signature Date <u>KAY LYN SCHWARTZ</u> Total number of pages including cover sheet, attachments, and document: <u>5</u>	

Documents Name of Person Engineering or other Sheet should be faxed to (571) 273-0140, or mailed to Mail Stop Assignment/Registration Services, Director of the USPTO, P.O. Box 1489, Alexandria, VA 22304-1489

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REI TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is executed and delivered as of April 29, 2010, by Reed Elsevier Inc., a Massachusetts corporation ("Assignor") in favor of Peerless Media, L.L.C, a Massachusetts 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.

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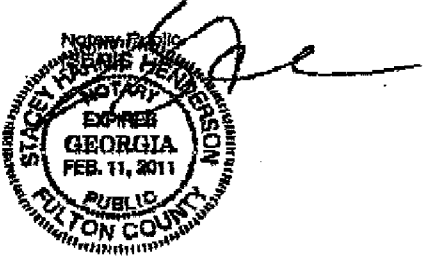
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REED ELSEVIER INC.

By: 
Name: John Poulton
Title: CEO, REL US

STATE OF Georgia
COUNTY OF Fulton

On this 25th day of April, 2010, before me the signatory above personally appeared and acknowledged to be the above-stated officer of Reed Elsevier Inc., and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.



(Signature Page to REI Trademark Assignment)

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Schedule 1 to REI Trademark Assignment**REI Assigned Marks**

MARK	REGISTRATION NUMBER	CLASS	REGISTRATION DATE	EXPIRATION DATE	STATUS			
LOGISTICS MANAGEMENT	Reed Elsevier Inc.	India	16	1412389	1/9/2006	1412389	1/9/2006	Registered
LOGISTICS MANAGEMENT	Reed Elsevier Inc.	India	42	1412390	1/9/2006	1412390	1/9/2006	Registered
LOGISTICS MANAGEMENT	Reed Elsevier Inc.	Russian Federation	016, 042	2008730401	10/23/2008			Lapsed
LOGISTICS MANAGEMENT	Reed Elsevier Inc.	United States of America (USA)	16	78937859	12/8/2003	8912208	12/21/2004	Registered
LOGISTICS MANAGEMENT	Reed Elsevier Inc.	United States of America (USA)	16	74502238	4/17/1995	1997889	8/27/1995	Registered
LOGISTICS MANAGEMENT AND DISTRIBUTION REPORT	Reed Elsevier Inc.	United States of America (USA)	16	75416661	1/9/1998	2252163	5/8/1998	Cancelled
MATERIAL HANDLING PRODUCT NEWS	Reed Elsevier Inc.	United States of America (USA)	16	73491487	7/24/1984	1348273	7/18/1985	Registered
SUPPLY CHAIN MANAGEMENT REVIEW	Reed Elsevier Inc.	India	42	1418910	2/6/2006	1418910	2/6/2006	Registered
SUPPLY CHAIN MANAGEMENT REVIEW	Reed Elsevier Inc.	India	16	1418841	1/23/2006	1418841	1/23/2006	Registered
SUPPLY CHAIN MANAGEMENT REVIEW	Reed Elsevier Inc.	United States of America (USA)	16	75329838	7/24/1997	2183152	8/18/1998	Registered
SUPPLY CHAIN MANAGEMENT REVIEW	Reed Elsevier Inc.	United States of America (USA)	16	78988887	3/23/2004	2936155	3/22/2005	Registered
SUPPLY CHAIN YEARBOOK	Reed Elsevier Inc.	United States of America (USA)	16	78230541	3/26/2001	2523731	12/25/2001	Registered/do not renew

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