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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
AARP		06/19/2009	CORPORATION: DISTRICT OF
, , , , ,	03/10/2000		COLUMBIA

RECEIVING PARTY DATA

Name:	EBSCO Publishing, Inc.	
Street Address:	10 Estes Street	
City:	[pswich	
State/Country:	MASSACHUSETTS	
Postal Code:	01938	
Entity Type:	CORPORATION: ALABAMA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2154607	AGELINE

CORRESPONDENCE DATA

Fax Number: (404)685-7070

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404 815 3770

Email: mdalton@sgrlaw.com
Correspondent Name: Christopher A. Holland
Address Line 1: 1230 Peachtree Street, N.E.
Address Line 2: Suite 3100, Promenade II
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	043961.055
NAME OF SUBMITTER:	Christopher A. Holland
Signature:	/Christopher A. Holland/

TRADEMARK
REEL: 004299 FRAME: 0039

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Date:	10/18/2010
Total Attachments: 3 source=043961055assmt#page1.tif source=043961055assmt#page2.tif source=043961055assmt#page3.tif	

TRADEMARK
REEL: 004299 FRAME: 0040

BILL OF SALE AND ASSIGNMENT

Pursuant to the terms and conditions of that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated the 19th day of June 2009, by and among EBSCO Publishing, Inc., an Alabama corporation having its principal place of business at 10 Estes Street, Ipswich, MA 01938 ("Buyer"), and AARP, a not-for-profit corporation organized and existing under the laws of the District of Columbia and having its principal place of business at 601 E Street, NW, Washington, DC 20049 ("Seller"), and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, conveys, assigns, grants, sets over and delivers to Buyer all of Seller's right, title and interest in and to the Purchased Assets (as such term is defined in the Asset Purchase Agreement).

This Bill of Sale and Assignment shall be subject to the terms and conditions of the above referenced Asset Purchase Agreement, and shall in no way alter the provisions of the Asset Purchase Agreement, or the rights and responsibilities of the parties thereto.

TO HAVE AND TO HOLD all of said assets hereby conveyed unto Buyer and its successors and assigns forever.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale and Assignment to be executed by its duly authorized officer on the 19th day of June 2009.

AADD

Thomas C. Nolson

Its: Chief Operating Officer

DISTRICT OF COLUMBIA
[COUNTY WHERE SIGNED] COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Thomas C. Nelson, whose name as Chief Operating Officer of AARP, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19th day of Jule, 2009

Notary Public /

[NOTARIAL SEAL]

My commission expires:

Angels L. Hurley-Hinds Notary Public, District of Columbia My Commission Expires 1/1/2013

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Exhibit A

Purchased Assets

Description of the Purchased Assets

The Purchased Assets consist of all of Seller's right, title and interest in and to the following:

- (a) AgeLine and the *Thesaurus of Aging Terminology* (the "Database") including all rights of copyright therein, including all rights of copyright renewals, regardless of whether registrations of copyright have been secured or applied for;
- (b) all registered or unregistered trademarks, service marks and applications related to the Database and used by Seller in connection therewith;
- (c) all current subscriber lists and customer account information relating to the Database, excluding lists of former subscribers, to be delivered at closing;
- (d) all paper copies of past editions of the Database, in Seller's possession, except for sample copies of each edition;
- (e) all know-how, trade secrets, confidential information, technical information, data, process and technology primarily related to, arising from, embodied in or consisting of, the foregoing regarding the Database, to be delivered at closing;
- (f) and any other assets, as pertains to the Database, not retained by the Seller that are necessary to conduct the Business of the Seller in the normal course.

Buyer shall assume the following contracts (the "Assumed Contracts") with vendors (the "Vendors") relating to the Business, which are included and described in the due diligence binder delivered by Seller to the Buyer:

- Cambridge Scientific Abstracts (CSA, now ProQuest)
- Dialog (now ProQuest)
- EBSCO Publishing
- Ovid
- SilverPlatter (now Ovid)
- Infotrieve

Buyer shall assume the Memorandum of Understanding (MOA) between the Administration on Aging (AoA) and the AARP, dated September 9, 1983, and attached hereto in Exhibit A.

Schedule 6(n) - Intellectual Property

(i) Copyrights and Trademarks:

AgeLine; Trademark; registration date: May 5, 1998; renewal date: May 19, 2008

Thesaurus of Aging Terminology, 3rd ed., Copyright, 1986

Thesaurus of Aging Terminology, 4th ed., Copyright, 1992

- (ii) MOA with AoA, attached in above Exhibit A, which is a license of data to Seller
- (iii) NONE
- (iv) NONE

RECORDED: 10/19/2010