

12/10/10

Form PTO-1594 (Rev 01-09)  
OMB Collection 0651-0027 (exp

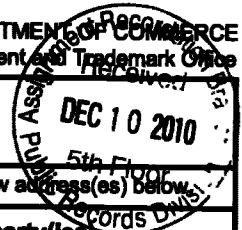
12-13-2010



103613357

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

-HEET  
-Y



To the Director of the U S Pa

ached documents or the new address(es) below

1. Name of conveying party(ies):

REED ELSEVIER INC

- Individual(s)
- General Partnership
- Corporation- State MA
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 31, 2010

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: NEW IN-STAT, L.L.C.

Internal

Address: \_\_\_\_\_

Street Address: 14646 North Kierland Blvd., #100

City: Scottsdale

State AZ

Country US Zip 85254

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship \_\_\_\_\_  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

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)

1381323

Additional sheet(s) attached?  Yes  No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: TOD R. NISSLE, P.C.

Internal Address \_\_\_\_\_

Street Address: PO BOX 55630

City: Phoenix

State AZ Zip 85078

Phone Number 602-494-8700

Fax Number 602-494-8707

Email Address: nissle@nissle.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 12/13/2010 INGVENL 00000062 1381323

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

2010-12-10

Date

TOD R NISSLE, Reg. 29241 Customer 20152

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

9

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 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 004432 FRAME: 0009

## REI TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is executed and delivered as of March 31 2010, by Reed Business Information, a division of Reed Elsevier Inc , a Massachusetts corporation ("Assignor") in favor of New In-Stat, L L C , an Arizona limited liability company ("Assignee") Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as hereinafter defined)

**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 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 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 hereof. Assignor agrees, without additional consideration, to execute any powers of attorney, applications, assignments, declarations, affidavits, and other papers necessary to transfer, vest, record and perfect good, valid and marketable title in the Assigned Marks to the Assignee

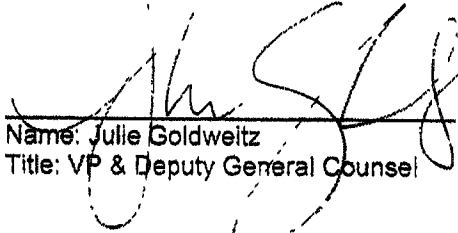
5 To the extent there is a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern

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

**[Signature Page Follows]**

REED BUSINESS INFORMATION,  
A DIVISION OF REED ELSEVIER INC.

By:

  
Name: Julie Goldweitz  
Title: VP & Deputy General Counsel

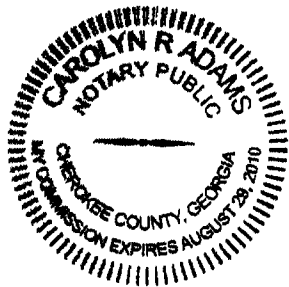
STATE OF Georgia  
COUNTY OF Evans

On this 31st day of March, 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.

*Carolyn R. Adams*

Notary Public

[SEAL]



Schedule 1 to REI Trademark Assignment

REI Assigned Marks

| FILE    | Mark Name | Reg. Owner         | Class(es) | Country Name                   | Application # | App. Date | Registration # | Reg. Date | TM Status  |
|---------|-----------|--------------------|-----------|--------------------------------|---------------|-----------|----------------|-----------|------------|
| IN-STAT | IN-STAT   | Reed Elsevier Inc. | 16        | United States of America (USA) | 73544624      | 6/24/1985 | 1381323        | 2/4/1986  | Registered |

I hereby certify that the attached is a true and accurate copy of the original Assignment dated March 10, 2010 of the mark "IN-STAT", including Registration No. 1,381,323, registration date 02/04/1986, therefore, from REED ELSEVIER INC. to NEW IN-STAT, LLC.

Dec 10, 2010

Date



TOD R. NISSLE

Attorney for IN-STAT, LLC.

**Tod R. Nissle, Esq.**  
**Reg. No. 29,241**  
**TOD R. NISSLE, P.C.**  
**P.O. Box 55630**  
**Phoenix, Arizona 85078**  
**Tel: (602) 494-8700**  
**Fax: (602) 494-8707**  
**Email: nissle@nissle.com**

Attorney Docket No.: 1317-T-1