

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reed Elsevier Inc.		12/01/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Reed Elsevier Properties SA		
Street Address:	3 Espace de l'Europe		
City:	2000 Neuchatel		
State/Country:	SWITZERLAND		
Entity Type:	societe anonyme: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4671254	SRS SCHEDULE REFERENCE SERVICE	
CORRESPONDENCE DATA			
Fax Number:	3367235181		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	336-723-5180		
Email:	jarcher@ennsandarcher.com		
Correspondent Name:	Julia C. Archer		
Address Line 1:	939 Burke Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	SRS ASSIGNMENT		
NAME OF SUBMITTER:	Julia C. Archer		
SIGNATURE:	/jarcher/		
DATE SIGNED:	01/27/2015		
Total Attachments: 4			
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Trademark Assignment

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made, entered into and effective as of this 1st day of December, 2014, by Reed Elsevier Inc., a corporation organized and existing under the laws of Massachusetts (the "Assignor"), in favor of Reed Elsevier Properties SA, a corporation organized and existing under the laws of Switzerland (the "Assignee"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), by and between the Assignor and the Assignee.

RECITALS:

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of the Assignor's right, title and interest in, and to execute this Trademark Assignment to enable the Assignee to record the assignment of (i) the trademarks, service marks and trademark and service mark applications, and (ii) all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, foreign counterparts and extensions of the trademarks, service marks and trademark and service mark applications, in each case listed on Exhibit 1 hereto (collectively, the "Assigned Marks").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereby agrees as follows:

1. Assignment. The Assignor hereby conveys, transfers and assigns to the Assignee any and all legal and beneficial right, title and interest of the Assignor in and to the Assigned Marks to hold unto the Assignee absolutely and in perpetuity (or for the longest period of time otherwise permitted by law), together with all related common-law rights and all goodwill associated therewith and all causes of action and rights to sue and recover (for the sole use and benefit of the 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, in each case free and clear of all mortgages, pledges, security interests, liens, reservations and contract rights of third parties. The 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 the Assignor had the assignment in Section 1 not been made.

2. Authorization. The Assignor authorizes and requests the United States Patent and Trademark Office to record the 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 the Assignee as assignee of the entire right, title and interest therein and thereto.

3. Further Assurances. Each party shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of the Purchase Agreement and this Trademark Assignment. Without limiting the foregoing, the 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.

4. Entire Agreement. This Trademark Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon each party and its respective successors and assigns.

6. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of New York to be applied.


7. Counterparts and Facsimile. This Trademark Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. This Trademark Assignment may be executed and delivered by facsimile or other electronic transmission. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

(Signatures begin on following page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be executed as of the date first written above.


"ASSIGNOR":

REED ELSEVIER INC.

By: 
Name: Kenneth C. Fiedly
Title: Senior Vice President Finance & Services

"ASSIGNEE":

REED ELSEVIER PROPERTIES SA

By: 
Name: REED ELSEVIER PROPERTIES SA
Title: Gregory Cavaco
Director



By: 
Name: Reed Elsevier Properties SA
Title: Alberto Romaneschi
Chairman

EXHIBIT 1

ASSIGNED MARKS

Description	Registration No.	Registration Date	Owner	Country	Expires
	3,445,248	10 Jun 2008	Seller	U.S.	6/09/2018
<u>SRS SCHEDULE REFERENCE SERVICE</u>	86/304,331 (Application)	9 Jun 2014	Seller	U.S.	
<i>innovata</i>	3,306,371	9 Oct 2007	Seller	U.S.	10/8/2017
<i>innovata</i>	4,597,344	2 Sep 2014	Seller	U.S.	9/1/2024
INNOVATA	3,420,309	29 Apr 2008	Seller	U.S.	4/28/2018