

03-16-2001

D #
Docket No.:

65,043-039



101636022

Tab settings

To the Honorable Commissioner of Patent

attached original documents or copy thereof.

1. Name of conveying party(ies):

REED ELSEVIER, INC.

2-28-01

- Individual(s)
- General Partnership
- Corporation-State **MASSACHUSETTS**
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: **JANUARY 23, 2001**

Name and address of receiving party(ies):

Name: **BUSINESS NEWS PUBLISHING COMPANY II**

Internal Address:

Street Address: **755 WEST BIG BEAVER ROAD**

City: **TROY** State: **MI** ZIP: **48084**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **MICHIGAN LIMITED LIABILITY COMPANY**

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,365,473	2,198,865	2,062,389
750,900	2,255,303	1,876,605
2,091,784	1,921,269	

Additional numbers Yes No

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

Name: **CHARLES R. RUTHERFORD**

Internal Address: **DYKEMA GOSSETT PLLC**

Street Address: **39577 WOODWARD, SUITE 300**

City: **BLOOMFIELD HILLS** State: **MI** ZIP: **48304**

6. Total number of applications and registrations involved:.....

8

7. Total fee (37 CFR 3.41):.....\$ **\$215.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-2223

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

CHARLES R. RUTHERFORD

Name of Person Signing

Charles R. Rutherford Feb 23, 2001
Signature Date

TRADEMARK ASSIGNMENT

WHEREAS, REED ELSEVIER INC., a Massachusetts corporation, (hereinafter, "Assignor"), is or may be the owner of trademarks, and the applications and registrations therefor, (if any) specifically set forth on the attached Schedule A (collectively the "Trademarks"); and

WHEREAS, BUSINESS NEWS PUBLISHING COMPANY II, L.L.C. (hereinafter, "Assignee"), a Michigan limited liability company, having a principal business address at P.O. Box 2600, Troy, Michigan 48007, desires to acquire the entire right, title and interest, in and to said Trademarks.

NOW, THEREFORE, effective immediately by this document (the "Assignment") and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign transfer, and set over to Assignee, for its own use and enjoyment and for the use and enjoyment of its successors, assigns, and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, Assignor's entire right, title and interest in the United States, all foreign countries and jurisdictions, and throughout the universe, in the Trademarks and any renewals thereof, together with the good will symbolized by and associated with the business conducted under said Trademarks, and all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the rights assigned to Assignee under this Assignment.

Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereto, to record Assignee as owner of the Trademarks as assignee of the entire title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby agrees to execute (and/or to have promptly executed by its predecessors, if any) any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred; provided, however, that the provision of the foregoing cooperation and assistance by Assignor shall be at the sole expense of Assignee.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

T/A

WHEREFORE, Assignor and Assignee have caused this Assignment to be duly executed below, on the dates indicated by their duly authorized officers.

REED ELSEVIER INC.
("Assignor")

BUSINESS NEWS PUBLISHING
COMPANY II, L.L.C.
("Assignee")

By: Marc Teren

By: _____

Print Name: Marc Teren

Print Name: _____

Title: Executive V.P.

Title: _____

Date: Jan. 23, 2001

Date: _____

WHEREFORE, Assignor and Assignee have caused this Assignment to be duly

executed below, on the dates indicated by their duly authorized officers.

REED ELSEVIER INC.
("Assignor")

BUSINESS NEWS PUBLISHING
COMPANY II, L.L.C.
("Assignee")

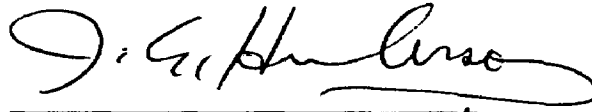
By: _____

Print Name:

Title:

Date: _____

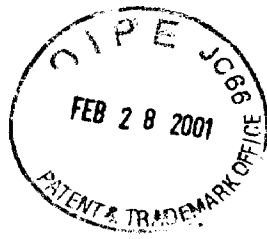
By: _____



Print Name: J. F. Henderson

Title: Pres./manager

Date: 1/23/01



SCHEDULE A

Trademark Schedule

Reed Elsevier Inc.

Trademark	Country	Serial No.	Reg. No.	Owner	Status
FOOD AUTOMATION	USA	75/692491 (4/26/99)	2365473 (7/4/00)	Reed Elsevier Inc.	Registered
FOOD ENGINEERING	USA	72/115220 (3/9/61)	750900 (6/11/63)	Reed Elsevier Inc.	Registered
FOOD ENGINEERING'S FOOD MASTER	USA	74/674260 (5/15/95)	2091784 (8/26/97)	Reed Elsevier Inc.	Registered
FOOD ENGINEERING'S PLANT TECH	USA	75/149429 (8/13/96)	2198865 (10/20/98)	Reed Elsevier Inc.	Registered
FOOD EXPLORER	USA	75/442947 (3/2/98)	2255303 (6/22/99)	Reed Elsevier Inc.	Registered
FOOD FORMULATING	USA	74/554993 (7/29/94)	1921269 (9/19/95)	Reed Elsevier Inc.	Registered
FOOD MANUFACTURING	USA	75/096989 (4/30/96)	2062389 (5/13/97)	Reed Elsevier Inc.	Registered
SUPPLY HOUSE TIME	USA	74/472592 (12/15/93)	1876605 (1/31/95)	Reed Elsevier Inc.	Registered