

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fort James Operating Company		01/30/2002	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Network Services Company		
Street Address:	1550 Bishop Court		
City:	Mount Prospect		
State/Country:	ILLINOIS		
Postal Code:	60056		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2536573	NIBROC	
CORRESPONDENCE DATA			
Fax Number:	(404)439-1819		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404.873.8680		
Email:	portia.gordon@agg.com		
Correspondent Name:	Stephen M. Dorvee, Esq.		
Address Line 1:	171 17th Street NW		
Address Line 2:	Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30363		
NAME OF SUBMITTER:		Stephen M. Dorvee, Esq.	
Signature:		/stephen m. dorvee/	
Date:		04/29/2005	

CH \$40.00 2536573

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into by and between FOMER JAMES OPERATING COMPANY, a Virginia corporation ("Assignor"), and NEWSWEEK SERVICES COMPANY, a Delaware corporation ("Assignee")

WHEREAS, Assignor and Assignee are parties to their certain NEWSWEEK Brand Supply and Trademark Assignment Agreement, made and entered into as of January 26, 2002 ("Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, transfer and assign, and Assignee agreed to acquire, the NEWSWEEK trademark owned by the Assignor ("Trademark") (it is noted that Assignor meets certain requirements imposed by the terms of the Agreement); and

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Trademark, and the goodwill associated therewith; and

WHEREAS, Assignor has met the requirements imposed on Assignor pursuant to the terms of the Agreement and Assignee desires to obtain from Assignor, and Assignor wishes to assign to Assignee, in consideration of Assignee having met the requirements of the Agreement, all right, title and interest in and to the Trademark, together with the goodwill associated therewith;

NOW, THEREFORE, in consideration of the premises, the Dollars (\$10,000) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Trademark together with the goodwill of the business in connection with which the Trademark is used for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as if the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, but nothing without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor requests the Commissioner of Patents and Trademarks of the United States or, in the case of the several states in the United States, the analogous individual or agency responsible for trademarks, service marks, trade-assigned names, or record Assignor as owner of the Trademark, insofar as any jurisdiction thereof, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Assignor hereby represents and warrants that it owns all right, title and interest in and to the Trademark free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

4. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documents as may be necessary required) (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Trademark; (ii) in the prosecution or defense of any

interference, opposition, infringement or other proceedings that may arise in connection with the Trademark, including, but not limited to, testifying as to any facts relating to the Trademark assigned herein and this Assignment; (iii) in obtaining any additional trademark and trade/assumed name protection for the Trademark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (iv) in the implementation, recordation or perfection of this Assignment.

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the respective dates written below.

FORT JAMES OPERATING COMPANY

NETWORK SERVICES COMPANY

By: William D. Sleeper
Name: WILLIAM D. SLEEPER
Title: V.P. Marketing
Date: May 28th, 2002

By: Walter Dethlefsen
Name: Walter Dethlefsen
Title: Sr. Vice President
Date: May 24, 2002

STATE OF Illinois)
) SS.
COUNTY OF Cook)

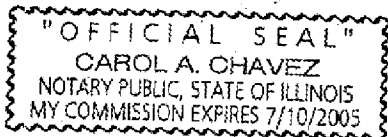
On this 28th day of May, 2002, there appeared before me William D. Sleeper, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of FORT JAMES OPERATING COMPANY.



Carol A. Chavez
Notary Public

STATE OF Illinois)
) SS.
COUNTY OF Cook)

On this 24th day of May, 2002 there appeared before me Walter Dethlefsen, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of NETWORK SERVICES COMPANY.



Carol A. Chavez
Notary Public

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