

**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
Reed Elsevier Properties Inc.		02/26/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Library Journals, LLC
Street Address:	c/o Media Source, Inc., 7858 Industrial Parkway
City:	Plain City
State/Country:	OHIO
Postal Code:	43064
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	1479610	LIBRARY HOTLINE
Registration Number:	393904	LIBRARY JOURNAL
Registration Number:	2878918	LIBRARY JOURNAL
Registration Number:	2377578	LIBRARY JOURNAL'S ACADEMIC NEWSWIRE
Registration Number:	2641904	NET CONNECT
Registration Number:	3438813	CURRICULUM CONNECTIONS
Registration Number:	1711602	SCHOOL LIBRARY JOURNAL
Registration Number:	3440489	CRITICAS
Registration Number:	2568709	CRITICAS
Registration Number:	3377499	CRITICAS CONNECTION

**CORRESPONDENCE DATA**

Fax Number: (216)579-0212  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 216/586-7778

CH \$265.00 1479610

Email: skoston@jonesday.com  
Correspondent Name: Scott W. Hackwelder, Esq.  
Address Line 1: Jones Day, North Point, 901 Lakeside Ave  
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	560255-115411/REEDTM
NAME OF SUBMITTER:	Scott W. Hackwelder, Esq.
Signature:	/Scott W. Hackwelder/
Date:	03/02/2010

Total Attachments: 4  
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## REPI TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "**Assignment**") is executed and delivered as of February 26, 2010, by Reed Elsevier Properties Inc., a Delaware corporation ("**Assignor**"), in favor of Library Journals, LLC, a Delaware 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 February 26, 2010 (the "**Purchase Agreement**"), by and between Reed Elsevier Inc., a Massachusetts corporation, Assignor and Assignee, Assignor has agreed to assign to Assignee all of its interest in, and to execute this Assignment to enable Assignee to record the assignment of (i) the trademarks and trademark applications listed on Schedule 1 hereto, or that otherwise constitute Trademarks to be included among the Assets under the Purchase Agreement and (ii) all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, foreign counterparts, and extensions of such trademarks and trademark applications (all of the foregoing under (i) and (ii), 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 and any other similar governmental authority in countries foreign to 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 ELSEVIER PROPERTIES INC.

By: Renée Simonton  
Name: RENEE SIMONTON  
Title: PRESIDENT

STATE OF Georgia  
COUNTY OF Fulton

On this 26 day of February, 2010, before me the signatory above personally appeared and acknowledged to be the above-stated officer of Reed Elsevier Properties Inc., and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public  
[SEAL]

Carolyn R Adams



(Signature Page to REPI Trademark Assignment)

TRADEMARK  
REEL: 004158 FRAME: 0566

Schedule 1 to REPI Trademark Assignment

REPI Assigned Marks

Mark (Profile Name)	Reg. Owner	Country Name	Class(es)	Application #	App. Date	Registration #	Reg. Date	TM Status
LIBRARY HOTLINE	Reed Elsevier Properties Inc.	United States of America (USA)	16	73675172	7/28/1987	1479610	3/8/1988	Registered
LIBRARY JOURNAL	Reed Elsevier Properties Inc.	United States of America (USA)	16	71446728	9/2/1941	393904	3/10/1942	Registered
LIBRARY JOURNAL	Reed Elsevier Properties Inc.	United States of America (USA)	41	76544575	9/3/2003	2878918	8/31/2004	Registered
LIBRARY JOURNAL <stylized>	Reed Elsevier Properties Inc.	China (People's Republic of)	42	6211867	8/9/2007			Pending/Allow to Lapse
LIBRARY JOURNAL <stylized>	Reed Elsevier Properties Inc.	China (People's Republic of)	41	6211868	8/9/2007			Pending/Allow to Lapse
LIBRARY JOURNAL <stylized>	Reed Elsevier Properties Inc.	China (People's Republic of)	16	6211869	8/9/2007			Pending Application
LIBRARY JOURNAL <stylized>	Reed Elsevier Properties Inc.	China (People's Republic of)	9	6211870	8/9/2007			Pending/Allow to Lapse
LIBRARY JOURNAL <stylized>	Reed Elsevier Properties Inc.	China (People's Republic of)	42 Refile of	7715837	9/22/2009			Pending Application
LIBRARY JOURNAL <stylized>	Reed Elsevier Properties Inc.	China (People's Republic of)	41 Refile of	7715838	9/22/2009			Pending Application
LIBRARY JOURNAL <stylized>	Reed Elsevier Properties Inc.	China (People's Republic of)	9 Refile of	7630853	8/19/2009			Pending Application
LIBRARY	Reed Elsevier	United	42	75803346	9/20/1999	2377578	8/15/2000	Registered

JOURNAL'S ACADEMIC NEWSWIRE	Properties Inc.	States of America (USA)																		
NET CONNECT	Reed Elsevier Properties Inc.	United States of America (USA)	16		76202362	1/30/2001	2641904		10/29/2002	Registered										
CURRICULUM CONNECTIONS	Reed Elsevier Properties Inc.	United States of America (USA)	16		77020535	10/13/2006	3438813		6/3/2008	Registered										
SCHOOL LIBRARY JOURNAL	Reed Elsevier Properties Inc.	China (People's Republic of)	42		8232728	8/21/2007				Pending Application										
SCHOOL LIBRARY JOURNAL	Reed Elsevier Properties Inc.	China (People's Republic of)	16		6232727	8/21/2007				Pending Application										
SCHOOL LIBRARY JOURNAL	Reed Elsevier Properties Inc.	United States of America (USA)	16		74121890	12/10/1990	1711602		9/1/1992	Registered										
CRITICAS	Reed Elsevier Properties Inc.	United States of America (USA)	16		77317763	10/31/2007	3440489		6/3/2008	Registered										
CRITICAS	Reed Elsevier Properties Inc.	United States of America (USA)	16		76279818	7/5/2001	2568709		5/7/2002	Registered										
CRITICAS CONNECTION	Reed Elsevier Properties Inc.	United States of America (USA)	9		77158679	4/17/2007	3377499		2/5/2008	Registered										