

TRADEMARK ASSIGNMENT

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NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
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ASSET PURCHASE AGREEMENT

by and between

LexisNexis, a division of Reed Elsevier, Inc.

and

ProQuest LLC

DATED October 22, 2010

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of October 22, 2010, is made and entered into by and between ProQuest LLC, a Delaware limited liability company (the "Purchaser"), and LexisNexis, a division of Reed Elsevier, Inc., a Massachusetts corporation (the "Seller").

RECITALS:

WHEREAS, the Seller is engaged in creating, collecting, compiling, editing, publishing, licensing, selling and/or distributing the Publications through its Library Research Solutions division (the "Business"); and

WHEREAS, upon and subject to the terms and conditions set forth herein, the Seller proposes to sell to the Purchaser, and the Purchaser proposes to purchase from the Seller, certain assets used by the Seller in the conduct of the Business, and the Purchaser proposes to assume certain of the liabilities and obligations of the Seller, as set forth herein.

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 is hereby acknowledged, and intending to be legally bound hereby, each Party hereby agrees as follows:

ARTICLE I DEFINITIONS

Section 1.1 Certain Definitions. The following terms, as used herein, have the meanings set forth below:

"Affiliate" of any specified Person means any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such specified Person.

"Agreement" means this Asset Purchase Agreement, as amended from time to time.

"Ancillary Agreements" means the Purchaser Ancillary Documents and the Seller Ancillary Documents.

"Applicable Benefit Laws" means all Laws or other legislative, administrative or judicial promulgations applicable to any Seller Benefit Plan.

"Assumed Contracts" means those Contracts to which the Seller is a party Related to the Business, including those Contracts set forth on Schedule 2.1(f).

"Bundled Content Contracts" means those Contracts set forth on Schedule 1.1(d), which contracts are not exclusive to the Business but pursuant to which a third party provides content to the Business and other businesses of the Seller and its Affiliates as of the Closing Date.

"Bundled Customer Contracts" means those Contracts which are not exclusive to the Business but pursuant to which the Seller provides products or services to customers of the Business and other businesses of the Seller and its Affiliates as of the Closing Date, including the Contracts set forth on Schedule 1.1(e), but excluding any Government Contracts.

"Business Day" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of New York, New York.

"Closing" means the consummation of the purchase and sale of the Assets, as set forth in Article VIII of this Agreement.

"Closing Date" means the date on which the Closing occurs.

"Code" means the United States Internal Revenue Code of 1986, as amended, including effective date and transition rules (whether codified or not). Any reference herein to a specified provision of the Code shall be deemed to include a reference to any successor provision thereof.

"Contract" means any contract, sub-contract, agreement, lease, license, commitment, option, warrant, right of first refusal, sale and purchase order, note, loan agreement or any other instrument, arrangement, or understanding of any kind.

"Control" means, when used with respect to any specified Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise.

"Current Assets" means the following current assets of the Business, included in the Assets, taken as a whole (a) the Receivables, net of bad debt reserve and customer credits (each calculated in accordance with past practices), and (b) inventory of the Business. For the avoidance of doubt, "Current Assets" shall not include cash, cash equivalents, marketable securities, prepaid expenses, current and deferred income Taxes or any other Taxes receivable, and amounts owed to the Seller other than the Receivables.

"Current Liabilities" means the following current liabilities of the Business, included in the Assumed Liabilities, taken as a whole (a) accounts payable, (b) accrued expenses, including accrued bonuses (other than retention bonuses), sales commissions, rent, royalties, customer refunds and other accrued liabilities (but excluding deferred revenue), and (c) Deferred Revenue Costs. For the avoidance of doubt, "Current Liabilities" shall not include (i) current and deferred income Taxes or any other Taxes payable, (ii) any transaction expenses related to the transactions contemplated hereby, and (iii) any amounts owed to the Seller or any of its Affiliates.

"Customer" means a customer of the Business that paid the Seller, for goods and services provided by the Business, in the aggregate more than \$25,000 during the twelve (12)-month period ended December 31, 2009.

"Deferred Revenue" means the fulfillment of the products and services of the Business previously sold and paid for by the customers of the Business for the period on and prior to the Closing Date, but not yet provided by the Business.

"Deferred Revenue Costs" means the estimated cost of fulfillment of the products and services of the Business previously sold and paid for by the customers of the Business for the period on and prior to the Closing Date, but not yet provided by the Business, calculated to be 28.3% of the Deferred Revenue.

"Employee(s)" means the employees of the Seller listed on Schedule 4.14.

"Employee Benefit Plan" means, with respect to any Person, each plan, fund, program, agreement, arrangement or scheme, including each plan, fund, program, agreement, arrangement or scheme maintained or required to be maintained under applicable Laws, that is at any time sponsored or maintained or required to be sponsored or maintained by such Person or to which such Person makes or has made, or has or has had an obligation to make, contributions providing benefits to the current and former employees, directors, managers, officers, consultants, independent contractors, contingent workers or leased employees of such Person or the dependents of any of them (whether written or oral), or with respect to which such Person has any liability or obligation, including (a) each deferred

compensation, bonus, incentive compensation, pension, retirement, employee stock ownership, stock purchase, stock option, profit sharing or deferred profit sharing, stock appreciation, phantom stock plan and other equity compensation plan, "welfare" plan (within the meaning of Section 3(1) of ERISA, determined without regard to whether such plan is subject to ERISA), (b) each "pension" plan (within the meaning of Section 3(2) of ERISA, determined without regard to whether such plan is either subject to ERISA or is tax-qualified under the Code), (c) each severance plan or agreement, and each other plan providing health, vacation, supplemental unemployment benefit, hospitalization insurance, medical, dental, disability, life insurance, death or survivor benefits, fringe benefits or legal benefits, and (d) each other employee benefit plan, fund, program, agreement or arrangement.

"**Employment Agreement**" means any employment contract, termination or severance agreement, change of control agreement or any other Contract respecting the terms and conditions of employment or payment of compensation in respect to any officer, or employee of the Seller engaged in the Business.

"**Environmental Laws**" means all Laws and common law relating to pollution or protection of health, safety or the environment or the management, handling, use, storage, disposal, release of or exposure to Hazardous Materials, including the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), Safe Drinking Water Act (42 U.S.C. §3000(f) et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.) and other similar federal, state and local statutes.

"**ERISA**" means the United States Employee Retirement Income Security Act of 1974, as amended.

"**Final Working Capital Schedule**" means the Working Capital Schedule as finally determined pursuant to Section 3.2.

"**Financial Statements**" means the unaudited, pro forma balance sheet for the Seller with respect to the conduct of the Business (i) as at December 31, 2009 and 2008, and the related statements of income for the twelve (12) month periods then ended, and (ii) as at June 30, 2010, and the related statement of income for the six (6) month period then ended.

"**Government Contracts**" means those Contracts which are not exclusive to the Business but for which the Seller provides products or services to Governmental Entities who are customers of the Business and other businesses of the Seller and its Affiliates as of the Closing Date, including the Contracts set forth on Schedule 1.1(f).

"**Governmental Entity**" means any (a) nation, state, commonwealth, county, city, town, village, district, or other jurisdiction of any nature, (b) federal, state, local, municipal, foreign, or other government, (c) federal, state, local or foreign governmental authority of any nature (including any agency, branch, department, board, commission, court or tribunal), (d) body exercising any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power, including any court or arbitrator, or (e) official of any of the foregoing.

"**Hazardous Materials**" means any toxic, carcinogenic, reactive, corrosive, ignitable or flammable chemical, or chemical compound, or hazardous substance, material or waste, whether solid, liquid or gas, that is subject to regulation, control or remediation under any Environmental Laws, including any quantity of friable asbestos, urea formaldehyde, polychlorinated biphenyls, radon gas or crude oil, all forms of natural gas, petroleum products or by-products or derivatives.

"**Indemnified Party**" means a Purchaser Indemnified Party or a Seller Indemnified Party.

"Intellectual Property" means in any and all jurisdictions throughout the world as applicable: (a) all patents, patent applications, industrial designs, community designs, and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (b) all inventions (whether patentable or not), invention disclosures, improvements, proprietary information, technology, know how, technical data, customer lists, trade secrets, and all documentation relating to any of the foregoing; (c) all copyrights, copyright registrations and applications therefor; (d) all internet uniform resource locators, domain names, trade names, trademarks, service marks, trade dress, and registrations and applications for any of the foregoing, together with the goodwill symbolized thereby or associated therewith; (e) all databases and data collections and all rights therein; and (f) all moral and economic rights of authors and inventors, however denominated.

"IT Assets" means information technology hardware, systems, servers, computers, networks, data communications lines, routers, hubs, switches and all other information technology parts and equipment, and all associated documentation.

"Knowledge" means, with respect to the Seller, the actual knowledge after due inquiry and investigation of each of the individuals listed on Schedule 1.1(a) on the date hereof in their respective areas of expertise and responsibility.

"Laws" means all laws, statutes, common law, rules, codes, regulations, restrictions, ordinances, orders, decrees, approvals, directives, judgments, rulings, injunctions, writs, awards and decrees of, or issued or entered by, all Governmental Entities.

"Leased Real Property" means the parcels of real property leased by the Seller used exclusively in connection with the Business (together with all fixtures and improvements thereon).

"LexisNexis Risk Solutions Business" means the Seller's business of offering risk analytic services, including the provision of information and services relating to: customer development; authentication and screening of prospective employees and customers; debt collection; legal compliance; tenant screening; location of witnesses, parties and assets in connection with legal proceedings; prevention, detection, and investigation of suspected fraud; and providing insurance underwriting data and services to clients, including insurance claim and fraud investigation data and services, and insurance software.

"Licensed Intellectual Property" means all Intellectual Property Related to the Business that the Seller is licensed or otherwise permitted by other Persons to use.

"Licenses" means all notifications, licenses, permits (including environmental, construction and operation permits), franchises, certificates, approvals, exemptions, classifications, registrations and other similar documents and authorizations issued by any Governmental Entity, and applications therefor.

"Liens" means all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever.

"Material Adverse Effect" means any change, event, effect or occurrence (when taken together with all other changes, events, effects and occurrences) that is materially adverse to the Assets or to the financial condition, results of operations, properties, or assets of the Business, *provided, however*, that the following shall not be deemed to constitute, and shall not be taken into account in determining whether there has been, any such material adverse effect: (A) general business or economic conditions and events that do not materially and disproportionately affect the Business or the Assets, taken as a whole, as compared to other businesses engaged in the industry in which the Business is conducted, (B) any changes in applicable laws or accounting rules or principles, and (C) conditions that generally affect the industry in which the Business operates that do not materially and disproportionately affect the Business or the Assets, taken as a whole, as compared to other businesses engaged in the industry in which the Business is conducted.

There is no litigation, investigation or other proceeding, ruling, Order or citation pending, or to the Knowledge of the Seller, threatened or contemplated, by any Governmental Entity with respect to the Seller's operation of the Business or the Assets, in each case relating to Releases of any Hazardous Materials.

Section 4.18 Intellectual Property.

(a) Schedule 4.18(a) sets forth a true, correct and complete list of (i) all the Seller Registered Intellectual Property indicating for each such item the application or registration number, date and jurisdiction of filing or issuance (where applicable), and the identity of the current applicant or registered owner and (ii) all Seller Proprietary Software (excluding Public Software and Off the Shelf Software incorporated, embedded or used in connection therewith).

(b) The Seller is the sole owner of all right, title and interest in and to each item of Owned Intellectual Property and Seller Proprietary Software, free and clear of all, Liens other than Permitted Liens, and in the case of Seller Proprietary Software, the terms and conditions of any Public Software and Licensed Intellectual Property incorporated therein. The Seller has a valid right and license to use the Licensed Intellectual Property pursuant to one or more of the Assumed Contracts, the Bundled Content Contracts and the Permissions, free and clear of all Liens other than Permitted Liens.

(c) Except for Software (other than Seller Proprietary Software and Off-the-Shelf Software), the Intellectual Property made available under the Bundled Content Contracts, the Retained Names and Marks and the Composite Marks, the Acquired Intellectual Property and any Intellectual Property licensed to the Purchaser by the Seller under the Ancillary Agreements includes all Intellectual Property Related to the Business, and there are no other items of Intellectual Property Related to the Business that are necessary for the operation of the Business by Purchaser from and after the Closing as conducted on the date hereof.

(d) The issued patents, registered trademarks, registered service marks, registered copyright registrations, and domain name registrations that are included within the Seller Registered Intellectual Property are all subsisting and not expired, and the Seller is currently in compliance with any and all formal legal requirements necessary to maintain the active status thereof. To the Knowledge of the Seller, no acts or omissions of the Seller or any of its Affiliates have impaired the validity of the Seller Registered Intellectual Property.

(e) The Purchaser acknowledges and agrees that the Acquired Intellectual Property does not include any Retained Names and Marks, all of which are being retained by the Seller and its Affiliates, as applicable, subject to the terms and conditions of Section 6.11 hereof.

(f) To the Knowledge of the Seller, the operation of the Business, the Acquired Intellectual Property, and the Seller Products do not, and have not in the last six (6) years, infringed, misappropriated or otherwise violated or conflicted with the Intellectual Property rights of any other Person. There is no action or claim pending, asserted or to the Seller's Knowledge, threatened against the Seller concerning any of the foregoing, nor has the Seller received any written notification that a license under any other Person's Intellectual Property is required to operate the Business or to offer, sell or license the Seller Products.

(g) To the Knowledge of the Seller, no Person is engaging, or has engaged in the last three (3) years, in any activity that infringes, misappropriates or otherwise violates or conflicts with any the Acquired Intellectual Property. There is no action or claim pending, asserted in writing or to the Seller's Knowledge threatened by the Seller against any other Person concerning any of the foregoing.

(h) There is no action or claim pending, asserted in writing or, to the Seller's Knowledge, threatened (i) by or against the Seller or any of its customers concerning the ownership, validity, registrability, enforceability or use of, or licensed right to use, any Acquired Intellectual Property.

(i) The Seller has taken commercially reasonable measures to maintain the confidentiality of all trade secrets and confidential information Related to the Business.

(j) Except as set forth in Schedule 4.18(j), none of the Seller Proprietary Software is or includes any Licensed Intellectual Property or Public Software. Where any Licensed Intellectual Property or Public Software has been used internally in connection with the development of, or is incorporated into, in whole or in part, the Seller Proprietary Software, Seller has done so in compliance with its obligations under its license for any such Licensed Intellectual Property or Public Software in all material respects.

(k) Neither the negotiation, execution, delivery or performance of this Agreement or the Ancillary Agreements by Seller, nor the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements by Seller, will result in (i) the grant or transfer to any third party of any license or other interest under, the abandonment, or assignment to any third party of, or the modification or loss of any rights with respect to, or the creation of any Lien (other than Permitted Liens) on, any of the Acquired Intellectual Property.

Section 4.19 Customers and Suppliers.

(a) Schedule 4.19(a) sets forth a true and correct list of the names of the Customers and Suppliers.

(b) Other than with respect to the non-renewal of Contracts in the Ordinary Course, and except as set forth on Schedule 4.19(b), no Customer has provided the Seller with written notice that such Customer has or intends to cancel or otherwise terminate any of such Customer's Contracts with the Seller which pertain to the Business or to decrease such Customer's usage of the services or products of the Business.

(c) The Seller has not received any written notice that any Supplier may terminate or materially alter its business relations with the Seller with respect to the Business, either as a result of the transactions contemplated hereby or otherwise.

Section 4.20 Accounts Receivable. All of the Receivables (a) are valid and existing receivables, and (b) represent monies due for goods sold and delivered or services rendered in the Ordinary Course. There are no material disputes regarding the collectability of any of the Receivables.

Section 4.21 Licenses. Schedule 4.21 contains a true, correct and complete list of all Licenses held by the Seller and related to the operation of the Business. The Seller owns or possesses all Licenses that are necessary to enable it to carry on the Business as presently conducted. The Seller has taken all necessary action to maintain each License, except where the failure to so act shall not have a Material Adverse Effect. No loss or expiration of any License is pending or, to the Knowledge of the Seller, threatened (other than expiration upon the end of any term).

Section 4.22 Product Warranty. Schedule 4.22 includes true and complete copies of the Seller's standard terms and conditions of sale (containing applicable guaranty, warranty and indemnity provisions) for goods sold and services rendered by the Business. No product sold or service rendered by the Seller to the Customers in connection with the Business is subject to any guaranty, warranty or other indemnity that deviates materially from the standard terms and conditions set forth in Schedule 4.22.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

PURCHASER:

PROQUEST LLC

By: _____

Name: Andrew M. Snyder
Title: Chairman

SELLER:

LEXISNEXIS

a division of REED ELSEVIER, INC.

By: _____

Name: Andrew Prozes
Title: Vice Chairman
CEO LexisNexis Group

[Signature Page to Asset Purchase Agreement]

TRADEMARK
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

PURCHASER:

PROQUEST LLC

By: _____

Name: Andrew M. Snyder
Title: Chairman

SELLER:

LEXISNEXIS
a division of REED ELSEVIER, INC.

By: _____

Name: Andrew Prozes
Title: Vice Chairman
CEO LexisNexis Group

[Signature Page to Asset Purchase Agreement]

TRADEMARK
REEL: 004631 FRAME: 0505

Mark (Profile Name)	Reg. Owner	Country Name	Application #	App. Date	Class(es)	Registration #	Reg. Date	Status	Next Renewal
CIS	Reed Elsevier Inc.	Canada	473702	29805	na	TMA267454	30029	Registered	40987
CIS	Reed Elsevier Inc.	Canada	473701	29805	na	TMA267453	30029	Registered	40987
CIS	Congressional Information Service, Inc.	United States of America (USA)	249283	29258	009, 016	1171020	29858	Registered	40815
CIS	Congressional Information Service, Inc.	United States of America (USA)	73249282	29258	035, 041	1173576	29872	Registered	40829
CONGRESSIONAL MASTERFILE	Congressional Information Service, Inc.	United States of America (USA)	73762985	32801	9	1584145	32924	Registered/do not renew	40229
CONGRESSIONAL MASTERFILE	Congressional Information Service, Inc.	United States of America (USA)	74608192	34675	9	1972474	35192	Cancelled	
ENVIROFICHE	Reed Elsevier Inc.	United States of America (USA)	73084572	27871	26	1083864	28521	Registered	43131
ENERGYLINE	Reed Elsevier Properties Inc.	United States of America (USA)	73086774	27891	100	1054121	28101	Registered	42711