

02-12-2003



102363457

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594 (Rev. 03/01)  
OMB No. 0651-0027 (Exp. 5/31/2002)  
Tab settings  $\rightarrow \rightarrow \rightarrow$  RE 2/7/02

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 10-15-02  
Bowne of Los Angeles, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State California  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: AspenLaw, Ltd.  
Internal  
Address: Aspen Publishers, Inc.

Street Address: 1185 Avenue of the Americas,  
37th Floor  
City: New York State: NY Zip: 10036

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: September 27, 2002

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

A. Trademark Application No.(s) See Schedule A  
Attached 795721

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) See Schedule A  
Attached

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

Name: Ms. Elizabeth Feeney

Internal Address: Pryor Cashman Sherman & Flynn  
LLP

Street Address: 410 Park Avenue, 11th Floor

10/18/2002 TDIAZ1 00000185 795721

01 FC:0521 40.00 OP  
02 FC:0522 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: ..... 4

7. Total fee (37 CFR 3.41).....\$ 115

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Bruce C. Lenz      Bruce C. Lenz      10/10/02  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002669 FRAME: 0020

**SCHEDULE A**  
**MARKS**

MARK	REGISTRATION OR SERIAL NUMBER	ISSUANCE OR FILING DATE
APPEAL	795,721	September 7, 1965
APPEAL	797,827	October 19, 1965
PGS PRACTICAL GUIDE SERIES and design	2,528,991	January 15, 2002
RED BOX	75/418652	January 12, 1998

**EXHIBIT D**

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment"), dated as of September 27, 2002 by Bowne of Los Angeles, a California corporation ("BLA"), to AspenLaw, Ltd., a Delaware corporation ("AspenLaw").

**WITNESSETH:**

WHEREAS, BLA, Bowne & Co., Inc., a Delaware corporation ("BNE"), Bowne Publishing L.L.C., a New York limited liability company ("BPL"), AspenLaw and Aspen Publishers, Inc., a Delaware corporation ("API"), have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of September 27, 2002 pursuant to which, among other things, BLA has agreed to sell and assign the Acquired Assets to AspenLaw and API;

WHEREAS, in furtherance of, and subject to, the terms of the Asset Purchase Agreement, BLA desires to assign and transfer to AspenLaw those trademarks, service marks, and federal and state registrations thereof set forth on Schedule A hereto (the "Marks");

WHEREAS, AspenLaw desires to acquire the entire right, title, and interest in and to the Marks, including the right to recover for damages and profits for past infringement thereof; and

WHEREAS, except as otherwise provided herein, all capitalized terms contained and not defined herein (including the recitals hereto) shall have herein the respective meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements herein contained:

Assignment. BLA hereby contributes, grants, conveys, assigns, transfers and delivers, without recourse, to AspenLaw all of BLA's right, title and interest in and to the Marks, including the right to recover for damages and profits for past infringement thereof, together with that part of the goodwill of the Business connected with and symbolized by the Marks. BLA agrees to execute and deliver, at the request of AspenLaw, all papers, instruments, and assignments, and to perform any other reasonable acts AspenLaw may require in order to vest all of BLA's right, title and interest in and to the Marks in AspenLaw and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by AspenLaw, to the extent such evidence is in the possession or control of BLA.

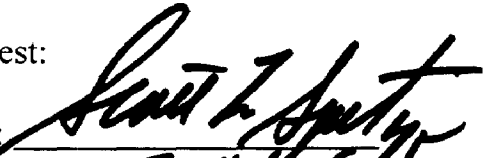
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, BLA has executed this Trademark Assignment as of the date first above written.

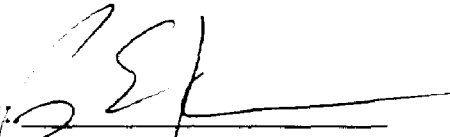
**BOWNE OF LOS ANGELES, INC.**

Attest:

By:

  
Name: *Scott V. Sytner*  
Title: *Secretary*

By:

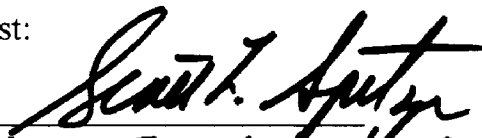
  
Name: Philip E. Kucera  
Title: Senior Vice President  
and ~~General Counsel~~

IN WITNESS WHEREOF, BLA has executed this Trademark Assignment as of the date first above written.

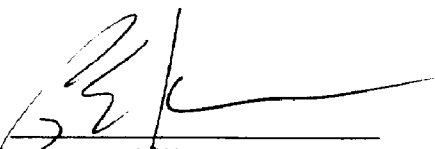
**BOWNE OF LOS ANGELES, INC.**

Attest:

By:

  
Name: Scott L. Spritzer  
Title: Secretary

By:

  
Name: Philip E. Kucera  
Title: Senior Vice President  
and General Counsel