

10-07-1998

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM P-101 (Rev. 1-31-92)

MRD 10-1-98
-20 sermons - - -



100850715

attached original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Medical Economics Company, Inc.

- Individual(s)
- General Partnership
- Corporation-State- Florida
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: January 2, 1995

2. Name and address of receiving party(ies):

Name: ME Licensing Corporation

Internal Address

Street Address: Two Mill Road

City: Wilmington State DE Zip: 19806

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Florida
- 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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,994,580

Additional numbers attached? Yes No

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

Name: Donna M. DiMitri

Internal Address: The Thomson Corporation

The Metro Center

Street Address: One Station Place

City: Stamford State: CT ZIP: 06902

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41):..... \$40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0866

(Attach duplicate copy of this page if paying by deposit account)

10/06/1998 JSH/BAZZ 00000175 200866 1994580
01 FC:481 40.00 CH

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.

Donna M. DiMitri

Name of Person Signing

Donna M. DiMitri
Signature

9/28/98
Date

Total number of pages comprising cover sheet

10

AGREEMENT OF ASSIGNMENT

This AGREEMENT OF ASSIGNMENT is dated January 2, 1995 and is by and between MEDICAL ECONOMICS COMPANY INC. (hereinafter "MECI"), a corporation organized and existing under the laws of the State of Florida, having its principal office at Five Paragon Drive, Montvale, NJ 07645, and ME LICENSING CORPORATION (hereinafter "MELC"), a corporation organized and existing under the laws of The State of Florida, having its principal office at 2 Mill Road, Wilmington, DE 19807.

WHEREAS, MECI has used and/or is using in its business certain marks consisting of the words ACT, HOSPITAL PHARMACIST REPORT, IT'S A FACT, MEDICAL ECONOMICS, MEDICAL ECONOMICS FOR SURGEONS, BUSINESS AND HEALTH, MEDICAL ECONOMICS REVIEW SERIES, MEDICAL LABORATORY OBSERVER, MLO, NURSING OPPORTUNITIES, PATIENT CARE, POL ADVISOR, RN, CLINICAL LABORATORY REFERENCE, R.N. A JOURNAL FOR NURSES, T (DESIGN OF LETTER "T" AND OPEN BOOK), OFFICE NURSE, CLR, CONTEMPORARY NURSE, WOMEN'S HEALTH TODAY, LAB WORLD, CONTEMPORARY OB/GYN, CONTEMPORARY PEDIATRICS, CONTEMPORARY UROLOGY, DRUG TOPICS, VETERINARY PHARMACEUTICALS AND BIOLOGICALS, VPB, VETFAX, STUDENT ADVISOR, CVC, CVC & MAP LOGO, CENTRAL VETERINARY CONFERENCE, VETERINARY ECONOMICS, VETERINARY MEDICINE, MCKNIGHT'S LONG-TERM CARE NEWS, MPS MEDICAL PRODUCT SALES, PHARMACEUTICAL REPRESENTATIVE, HPN, ME VIDEO MEDICAL ECONOMICS VIDEO PUBLISHING, ME VIDEO, ME VIDEO MEDICAL ECONOMICS VIDEO PUBLISHING & DESIGN, CONTEMPORARY GASTROENTEROLOGY, alone and in combination with other words and/or in combination with various designs; and

WHEREAS, MELC is desirous of acquiring all of the right, title and interest which MECI has acquired and has developed in said marks throughout the world;

NOW, THEREFORE, for good and valuable consideration, as hereinafter set forth, the parties agree as follows:

1. Definition:

The "Trademarks" mean the marks shown in Schedule A hereto, as well as all other marks which have heretofore been used by MECI as trademarks, service marks or trade names by virtue of their use on or in connection with the products or services of MECI. To the extent that MECI shall use any mark other than the Trademarks in connection with the distribution and sale of the Goods and Services, pursuant to paragraph 15(a) of the License Agreement, then MECI agrees to assign said mark to MELC and MELC agrees to include said mark within the definition of Trademarks covered by the License Agreement.

2. Assignment of Trademarks:

MECI assigns to MELC:

- (a) the Trademarks;
- (b) all issued trademark registrations for the Trademarks and all pending applications to register the Trademarks in the United States and throughout the world, and all trademark registrations deriving from said applications if any;
- (c) all of the goodwill of the business symbolized by the Trademarks; and

(d) all claims and proceeds relating to the foregoing including, without limitation, any claims by MECI against third parties for past infringement of the Trademarks or injury to the goodwill of the business symbolized by the Trademarks.

3. Consideration:

In consideration of the sale and assignment and other transfers contained herein, MELC shall, upon execution of all required documents by MECI, transfer to MECI shares of MELC common stock, \$1.00 par value equal in value to the book value of the Trademarks as of January 2, 1995.

4. Representations and Warranties of MECI:

MECI represents and warrants to MELC as follows:

(a) Title to Trademarks. MECI owns beneficially and of record, free and clear of any lien or other encumbrance, the Trademarks and, upon execution of this Agreement of Assignment, MELC will acquire good, valid and marketable beneficial ownership of the Trademarks, free and clear of any lien or other encumbrance of any kind.

(b) Authority to Execute and Perform Agreement. MELC has the full legal right and power and all authority and approvals required to enter into, execute and deliver this Agreement and to perform fully MECI's obligations hereunder, and this Agreement, upon execution and delivery by MECI, will be duly executed and delivered by MECI and (assuming due execution and delivery by MELC) will be the valid and binding obligation of MECI enforceable against MECI in accordance with its terms.

(c) No Infringement or Claims. To MECI's knowledge, the rights of MECI in the Trademarks do not infringe the rights of others and are not being infringed by others, and MECI has no notice of any adversely held trademark, service mark or trade name of any other person or notice of any claim of any other person relating to the Trademarks and does not know of any basis for any such claim.

5. Representations and Warranties of MELC:

MELC represents and warrants to MECI as follows:

(a) Authority to Execute and Perform Agreement. MELC has the full legal right and power and all authority and approvals required to enter into, execute and deliver this Agreement and to perform fully its obligations hereunder. This Agreement, upon execution and delivery by MELC, will be duly executed and delivered by MELC and (assuming due execution and delivery by MECI) will be the valid and binding obligation of MELC enforceable against MELC in accordance with its terms.

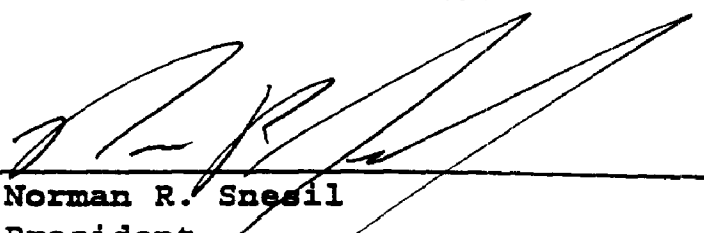
6. Registration and Further Assurances:

MECI, at MELC's reasonable expense, shall execute all instruments and do all acts and otherwise use its best efforts to effectuate the purpose of this Agreement and to procure the acceptance of all applications for and registrations of the Trademarks and the registration of MELC as the registered owner thereof. MELC shall compensate MECI for its out of pocket expenses incurred in the performance of this paragraph.


7. Governing Law:

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State.

MEDICAL ECONOMICS COMPANY INC.

By: 
Name: Norman R. Snesil
Title: President

ME LICENSING CORPORATION

By: 
Name: James R. Schurr
Title: Vice President/Secretary

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SCHEDULE "A"

U.S. REGISTRATION AND PENDING APPLICATIONS

<u>Trademark</u>	<u>Registration No./Serial No.</u>
ACT	1,143,648
HOSPITAL PHARMACIST REPORT (SUPPLEMENTAL REGISTER)	1,612,482
IT'S A FACT	339,206
MEDICAL ECONOMICS	1,242,071
MEDICAL ECONOMICS	1,242,072
MEDICAL ECONOMICS	183,595
MEDICAL ECONOMICS	1,799,162
MEDICAL ECONOMICS FOR SURGEONS (STYLIZED)	1,242,069
MEDICAL ECONOMICS FOR SURGEONS	1,242,070
BUSINESS AND HEALTH (SUPPLEMENTAL REGISTER)	1,504,407
MEDICAL ECONOMICS REVIEW SERIES	1,484,238
MEDICAL LABORATORY OBSERVER	894,635
MEDICAL LABORATORY OBSERVER MLO	921,980
NURSING OPPORTUNITIES	974,633
NURSING OPPORTUNITIES (SUPPLEMENTAL REGISTER)	924,502
PATIENT CARE (SECTION 2F)	1,474,973
POL ADVISOR	74,467,055

<u>Trademark</u>	<u>Registration No./Serial No.</u>
VETERINARY ECONOMICS	1,810,700
VETERINARY MEDICINE	1,810,701
McKNIGHTS LONG-TERM CARE NEWS	1,624,811
MPS MEDICAL PRODUCTS SALES	1,365,492
PR PHARMACEUTICAL REPRESENTATIVE	1,366,595
HPN	1,368,873
PHARMACEUTICAL REPRESENTATIVE	74,520,264
ME VIDEO MEDICAL ECONOMICS VIDEO PUBLISHING	1,776,287
ME VIDEO (STYLIZED)	74,220,709
ME VIDEO MEDICAL ECONOMICS VIDEO PUBLISHING & DESIGN	74,385,462

INTERNATIONAL REGISTRATIONS AND PENDING APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Registration No./Serial No.</u>
CONTEMPORARY GASTROENTEROLOGY	Canada	TMA402,978
CONTEMPORARY OB/GYN	Canada	TMA396,267
CONTEMPORARY PEDIATRICS	Canada	TMA398,226
CONTEMPORARY UROLOGY	Canada	TMA392,712
PATIENT CARE	Canada	TMA393,763
RN	Canada	TMA180,672

<u>Trademark</u>	<u>Country</u>	<u>Registration No./Serial No.</u>
PHYSICIANS' DESK REFERENCE	Canada	TMA200,973
MEDICAL ECONOMICS	Canada	TMA181,491
PDR	Canada	TMA104,221

STATE REGISTRATIONS AND PENDING APPLICATIONS

<u>Trademark</u>	<u>State</u>	<u>Registration No./Serial No.</u>
THE OFFICE NURSE	NJ	8156

COMMON LAW TRADEMARKS

Trademark

THE JOURNAL OF NIH RESEARCH
 CONTEMPORARY NURSE PRACTITIONER
 JAAPA
 INTERNAL MEDICINE
 MEDICAL ECONOMICS FOR OB/GYN
 MEDICAL ECONOMICS FOR PEDIATRICS
 MEDICAL ECONOMICS SPECIALTY EDITIONS
 MEDICAL ECONOMICS AUDIO
 MCKNIGHT'S LONG TERM CARE NEWS - BUYERS GUIDE
 PHYSICIANS PRODUCT SOURCE BOOK
 MEDICAL ECONOMICS MANAGED CARE
 CONTEMPORARY ONCOLOGY
 NURSING OPPORTUNITIES FOR ALLIED HEALTH