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FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

05-03-1999

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101026293

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)   
City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/29/1999 JSHABAZZ 00000177 1285281

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1890 FRAME: 0627

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1255281"/>	<input type="text" value="1254506"/>	<input type="text" value="2161920"/>
<input type="text" value="1598512"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$


Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

CARROLL V. DOWDEN            3/25/99  
Name of Person Signing      Signature      Date Signed

ASSIGNMENT OF FEDERAL REGISTERED TRADEMARKS

WHEREAS, Appleton & Lange, Inc., a Delaware corporation ("Assignor"), having a place of business at 107 Elm Street, Stamford, Connecticut 06902-0041, is the successor in interest to Dother Healthcare Press, Inc., owner of the trademark registered in the United States Patent and Trademark Office as "Young Physicians", Registration No. 2161920, registered on June 2, 1998.

WHEREAS, Dowden Publishing Company, Inc., a New Jersey corporation ("Assignee"), having a place of business at 110 Summit Avenue, Montvale, New Jersey 07645, has acquired, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, any and all rights and interest in and to said trademark described above;

NOW, THEREFORE, Assignor hereby assigns to Assignee any and all rights and interest in the United States in and to the said trademarks together with the goodwill of the business symbolized by said trademarks and registration thereof.

Signed at 1:08 pm, this 28<sup>th</sup> day of January, 1999.

APPLETON & LANGE, INC.

Arie M. Flemenbaum  
Signature

Arie M. Flemenbaum  
Print or type name and position

STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK    )

On the 28<sup>th</sup> day of January, 1999 before me, Karen L. Franklin, Notary Public, personally appeared Arie M. Flemenbaum

/ personally known to me

or

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Karen L. Franklin  
SIGNATURE OF NOTARY PUBLIC



**ASSIGNMENT OF FEDERAL REGISTERED TRADEMARKS**

WHEREAS, Appleton & Lange, Inc., a Delaware corporation ("Assignor"), having a place of business at 107 Elm Street, Stamford, Connecticut 06902-0041, is the owner of the trademark registered in the United States Patent and Trademark Office as "Contemporary Internal Medicine", Registration No. 1598512, and registered on May 29, 1990.

WHEREAS, Dowden Publishing Company, Inc., a New Jersey corporation ("Assignee"), having a place of business at 110 Summit Avenue, Montvale, New Jersey 07645, has acquired, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, any and all rights and interest in and to said trademark described above;

NOW, THEREFORE, Assignor hereby assigns to Assignee any and all rights and interest in the United States in and to the said trademarks together with the goodwill of the business symbolized by said trademarks and registration thereof.

Signed at 1:07 pm, this 28<sup>th</sup> day of January, 1999.

APPLETON & LANGE, INC.

Arie M. Flemlbaum  
Signature

Arie M. Flemlbaum, Asst. Sec.  
Print or type name and position

STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK    )

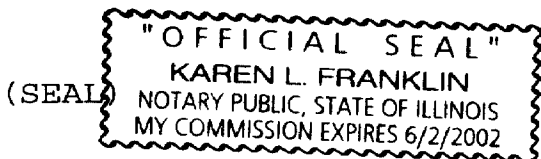
On the 28<sup>th</sup> day of January, 1999 before me, Karen L. Franklin  
\_\_\_\_\_, Notary Public, personally appeared Arie M. Flemlbaum.

✓ personally known to me

or  
\_\_\_\_\_  
proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Karen L. Franklin  
SIGNATURE OF NOTARY PUBLIC



ASSET PURCHASE AGREEMENT

AGREEMENT dated as of January 29, 1999, by and between **APPLETON & LANGE, INC.** (hereinafter referred to as "Seller"), a corporation organized under the laws of the State of Delaware, and having its principal place of business at 107 Elm Street, Stamford, Connecticut, and **DOWDEN PUBLISHING COMPANY, INC.** (hereinafter referred to as "Buyer"), a corporation organized under the laws of the State of New Jersey, having its principal place of business at 110 Summit Avenue, Montvale, New Jersey.

W I T N E S S E T H :

WHEREAS, Seller owns and publishes the monthly journals titled **THE JOURNAL OF FAMILY PRACTICE** and **YOUNG PHYSICIANS** and the currently inactive journal titled **CONTEMPORARY INTERNAL MEDICINE**, all such journals being hereinafter referred to as the "Publications"; and

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer all rights in and to the Publications, including certain assets, goodwill and other tangible and intangible properties used in or related to the Publications, all as more fully described below;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The Assets of the Publications

For the purposes of this Agreement, the assets of the Publications (hereinafter referred to as the "Assets") shall include as of the Closing Date the following properties:

- (a) All rights in the name and masthead of each of the Publications;
- (b) All rights of Seller in all trademarks, trade names and service marks directly relating to the Publications (including those listed on Exhibit A attached hereto) and all rights of Seller in all copyrights to the Publications and the content thereof;
- (c) All goodwill of and relating to the Publications and the business and assets thereof;
- (d) All rights of Seller relating to the subscription newsletter titled "Evidence-Based Practice" ("E-B P"), the current subscription list to E-B P, Seller's supply of back issues thereof, and all available files, accounting records and other information relating to E-B P;
- (e) The current paid subscription list of the Publications as well as all coding data, personal written requests and other information applicable to the non-paid circulation mailing lists maintained by or for Seller;

(f) All available account book(s) providing complete list of advertisers for the Publications, with contact information, sales call histories and relevant notes; and all available advertising promotional lists reflecting all of the Publications' current prospects and existing advertisers and all past advertisers;

(g) All current advertising contracts and insertion orders for the Publications from advertisers and/or their agencies, and the available account histories of all advertisers and their agencies;

(h) All available files, accounting records and other information covering the period from January 1, 1998 to the Closing Date and reflecting all advertising insertion orders, invoices, payments, frequency adjustments and credits and other materials related to advertising in the Publications;

(i) All files, accounting records and other information reflecting all payments received from current subscriptions for the Publications; expiration dates of current subscriptions; and other materials related to subscriptions;

(j) Accounts receivable for all unpaid subscriptions to the Publications for which billing has been rendered;

(k) Seller's supply of copies of back issues of the Publications;

(l) Promotional materials and sales solicitation materials owned by Seller;

(m) All of Seller's rights in the copyrights to, and copies of, the content and all other editorial material for the Publications, whether published or not, including all manuscripts, reproductions, transcripts and audio tapes of symposia, correspondence with editor-in-chief, editorial board and authors, films, schematics, reprints, photos and art work, and including all folders and other work-in-process;

(n) All available records and files relating to the Publications, including electronic files containing page layouts of the Publications, copies of forecasts, budgets, product plans and correspondence; and

(o) All other rights of Seller in the Publications.

Notwithstanding anything set forth to the contrary herein, the Assets do not include cash, cash equivalents, postal deposits, accounts receivable from advertisers relating to any issues of any Publication printed and distributed before February 21, 1999, real property, office furniture, fixtures or the use of the trademark "Appleton & Lange" or other corporate identifiers.

2. Purchase and Sale of the Publications

(a) Subject to the terms and conditions of this Agreement, including the payment provided in Section 5(b)(i), Seller shall sell, transfer, assign, convey and deliver the Assets to Buyer at a closing (the "Closing") to be held simultaneously with the execution and delivery of this Agreement (the "Closing Date") at Buyer's offices or at such other place(s) as may be mutually agreed upon by Seller and Buyer. Seller shall pay all sales taxes, transfer taxes, filing fees, registration fees and similar amounts payable in connection with the sale of the Assets hereunder and the vesting of Buyer's record ownership and operating control thereof.

(b) Subject to the terms and conditions of this Agreement, the purchase price for the Assets (the "Purchase Price") shall consist of Buyer's cash payment of Four Hundred Thousand Dollars (\$400,000.00) and Buyer's assumption of certain obligations and liabilities of Seller in accordance with subsection (c), below.

(c) Except as expressly provided in this subsection (c), Buyer shall have no responsibility for any obligation, liability, expense or cost of Seller or for any claim against Seller or for any act or occurrence that has taken place heretofore. Buyer shall assume only the following obligations and liabilities of Seller relating to the Publications (the "Assumed Liabilities"):

(i) All obligations of Seller to fulfill the subscriptions listed on Exhibit B-1 attached hereto;

(ii) All obligations of Seller pursuant to the advertising contracts listed on Exhibit B-2 attached hereto to provide advertising space in Publications printed and distributed after February 20, 1999;

(iii) All obligations of Seller under its July 24, 1996 Editor Agreement with Paul A. Nutting, M.D. with respect to issues of the Publications printed and distributed after February 20, 1999 (on the Closing Date, Buyer will pay Seller \$19,166.67 as reimbursement for amounts prepaid by Seller to Dr. Nutting for services related to those issues);

(iv) The following obligations of Seller relating to E-B P under Seller's June 16, 1997 Agreement with Mark H. Ebell, M.D.: (A) obligation to pay \$4,666.67 for services related to the January and February 1999 issues of E-B P and (B) obligation to pay for services related to issues of E-B P printed and distributed after the February 1999 issue (on the Closing Date, Seller will pay Buyer \$4,666.67 on account of Buyer's assumption of Seller's obligation for the January and February 1999 issues); and



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

APPLETON & LANGE, INC.

By:   
Philip C. Scibalia, President

BUYER:

DOWDEN PUBLISHING COMPANY, INC.

By: Carroll V. Dowden, President

558054

TRADEMARK  
REEL: 1890 FRAME: 0635

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

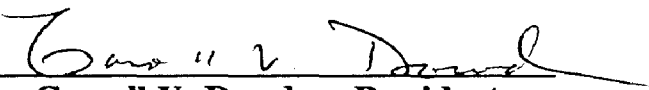
**SELLER:**

**APPLETON & LANGE**

By: \_\_\_\_\_

**BUYER:**

**DOWDEN PUBLISHING COMPANY, INC.**

By:   
**Carroll V. Dowden, President**

558054\_2.WP6

Asset Purchase Agreement  
between  
Dowden Publishing Company, Inc.  
and  
Appleton & Lange, Inc.

January 29, 1999

Trademarks directly relating to the Publications:

<u>Mark</u>	<u>Reg. No.</u>
The Journal of Family Practice	1254506
The Journal of Family Practice (stylized)	1255281
Young Physicians	2161920
Contemporary Internal Medicine	1598512
Evidence Based Practice	unregistered

567186\_1.WP6

ASSIGNMENT OF FEDERAL REGISTERED TRADEMARKS

WHEREAS, Prentice Hall, Inc., a Delaware corporation ("Assignor"), having a place of business at Sylvan Avenue Route 9W, Englewood Cliffs, New Jersey 07632, is the owner of the trademarks registered in the United States Patent and Trademark Office as Registration No. 1254506, "Journal of Family Practice" - typed drawing, registered on October 18, 1983 and Registration No. 1255281, "Journal of Family Practice" - letters and/or numbers in stylized form, registered on October 25, 1983.

WHEREAS, Appleton & Lange, Inc., a Delaware corporation ("Assignee"), having a place of business at 107 Elm Street, Stamford, Connecticut 06902-0041, has acquired, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, any and all rights and interest in and to said trademark described above;

NOW, THEREFORE, Assignor hereby assigns to Assignee any and all rights and interest in the United States in and to the said trademarks together with the goodwill of the business symbolized by said trademarks and registration thereof.

Dated as of January 27, 1999.

PRENTICE HALL, INC.

[Signature]
Signature

Arieh M. Flemenbaum, Asst. Sec
Print or type name and position -

STATE OF ILLINOIS)
COUNTY OF COOK )

On the 27th day of January, 1999 before me, Karen Franklin, Notary Public, personally appeared Arieh M. Flemenbaum.

X personally known to me
or

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



[Signature of Karen L. Franklin]
SIGNATURE OF NOTARY PUBLIC

**ASSIGNMENT OF TRADEMARKS**

**WHEREAS**, Dothen Healthcare Press, Inc., a New Jersey corporation, with its principal place of business located at 646 Springfield Avenue, Summit, NJ 07901 ("Assignor") has adopted, used and is using the trademarks shown on attached Schedule A (hereinafter collectively the "Trademark") and;

**WHEREAS**, Appleton & Lange, Inc., a Delaware corporation, with its principal place of business located at P.O. Box 120041, 107 Elm Street, Stamford, CT 06902-0041 ("Assignee") is desirous of acquiring the Trademark and the respective registration thereof;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby assign unto the said Assignee all right, title and interest in and to the Trademark, together with the good will of the Publication (such capitalized term and, except as defined herein, all other capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement), all causes of action for past infringement thereof, and any applications or registrations thereof.

**DOTHEN HEALTHCARE PRESS, INC.**

By: *Martin Zittel*

Name: *MARTIN ZITTEL*

Title: *President*

Date: *5/27/97*

STATE OF *Connecticut*

COUNTY OF *Fairfield*

: ss.: *Stamford*

On this 27 day of May, 1997, before me appeared Martin Zittel, the person who signed this instrument, who acknowledged that he signed it on behalf of the identified corporation or other juristic entity with authority to do so.

Notary Public *Julia A. Rodie*

**JULIA A. RODIE**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES: AUG 31, 2001

## PURCHASE AGREEMENT

THIS AGREEMENT, entered into this 27th day of May, 1997, by and between APPLETON & LANGE, INC., a Delaware corporation with offices at P.O. Box 120041, 107 Elm Street, Stamford, CT 06912-0041 (hereinafter referred to as "Buyer"), and DOTHEN HEALTHCARE PRESS, INC., a New Jersey corporation with offices at P. O. Box 1123, McAfee, NJ 07428 (hereinafter referred to as "Seller").

### WITNESSETH:

WHEREAS, Seller is the owner of the assets, properties and rights in the publication known as Young Physicians and any and all supplements thereto (the "Publication"); and

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer certain of the assets, properties and rights in and relating to the Publication upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

### Section 1 DEFINITIONS

- 1.1 "Adjusted Amounts" shall have the meaning set forth in subsection 4.2(b).
- 1.2 "Adjusted Amounts Statement" shall have the meaning set forth in subsection 4.2(b).
- 1.3 "Assets" shall have the meaning set forth in Section 2.1.
- 1.4 "Closing" shall have the meaning set forth in Section 4.4.
- 1.5 "Closing Date" shall mean May 27, 1997.
- 1.6 "Contracts" shall have the meaning set forth in subsection 2.1(vi).
- 1.7 "Contributors" shall mean any author, illustrator, artist, photographer or similar person who has contributed material for inclusion in the Publication.
- 1.8 "Editorial Board Lists" shall have the meaning set forth in subsection 2.1(xiii).
- 1.9 "Escrow Agreement" shall have the meaning set forth in subsection 4.5(a)(v).
- 1.10 "Escrow Amount" shall have the meaning set forth in subsection 4.1(ii).

- 1.11 "Excluded Assets" shall have the meaning set forth in Section 2.2.
- 1.12 "Expense Schedule" shall have the meaning set forth in subsection 4.2(b).
- 1.13 "Initial Purchase Price" shall have the meaning set forth in subsection 4.1(i).
- 1.14 "Insertion Orders" shall mean contractual commitments from advertisers to advertise in a particular issue of the Publication.
- 1.15 "Inventory" shall have the meaning set forth in subsection 2.1(i).
- 1.16 "Paid Expenses" shall have the meaning set forth in subsection 4.2(b).
- 1.17 "Post Closing Issues" shall mean any issues of the Publication post-dating and not mailed prior to the Closing Date.
- 1.18 "Pre-Closing Issues" shall mean any issues of the Publication pre-dating and mailed prior to the Closing Date.
- 1.19 "Purchase Price" shall have the meaning set forth in Section 4.1.
- 1.20 "Reprints" shall mean reprints of articles published in the Publication and sold for a fee.
- 1.21 "Subsidiary Rights Income" shall mean any fees generated in connection with the sale or license by Seller of any rights in and to the Publication or contents thereof.
- 1.22 "Work in Progress" shall have the meaning set forth in subsection 2.1(xi).

## SECTION 2 Purchase of Assets

2.1 Included Assets. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases from Seller, all of Seller's rights, title and interests in and to all assets relating to the Publication, except as specified in Section 2.2 (collectively, the "Assets"):

- (i) All of the inventory of the Publication, including back issues of the Publication, whether printed in book, journal or other form (the "Inventory");
- (ii) All merchandising, advertising and promotional materials as well as all market research relating to the Publication;
- (iii) All order forms, invoices and form insertion orders associated with the Publication;
- (iv) The name and trademark "Young Physicians" and any other marks associated with the Publication, and the designs, lay-outs, trade styles, trade names, service marks and logos used in connection with the Publication (collectively, the "Trademarks"), and any licenses or agreements relating to the Trademarks, and all applications and registrations therefor, and all good will associated therewith;
- (v) The copyrights, copyright registrations and applications therefor in respect of the Publication heretofore published, as well as any copyrights in respect of any articles, manuscripts, illustrations, photography or any other editorial material contained in the Publication, or accepted for inclusion in the Publication, or granted to Seller pursuant to any contract with Contributors, together with all rights of Seller to the possession, publication,

10.11 Implied Agreement. The parties intend to be bound only upon execution of a written agreement and no negotiation, exchange of draft or partial performance shall be deemed to imply an agreement.

10.12 Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their affiliates, successors or assigns, any rights or remedies under or by reason of this Agreement.

10.13 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such invalid, void or unenforceable term, provision, covenant or restriction shall nevertheless be valid, legal and enforceable to the extent, if any, provided by such court, and the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. In addition, if any term or provision of the Agreement shall be deemed by a court of competent jurisdiction to be overly broad in scope, duration, or area of applicability, the court considering the same shall have the power and is hereby authorized to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

APPLETON & LANGE, INC.

DOTHEN HEALTHCARE PRESS, INC.

By: 

By: 

Name: PHILLIP C. SEIBORN

Name: MARTIN ZITTEL

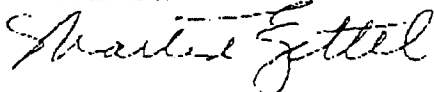
Date: 5/27/97

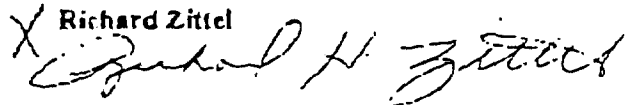
Date: 5/27/97

The undersigned agree to be bound by the terms of Section 8 hereof, and agree to unconditionally guarantee to Buyer the warranties and representations made by Seller pursuant to Section 5, and the indemnification obligations of Seller relating thereto and set forth in Section 8. This guarantee shall be construed as unlimited and shall be enforceable against the undersigned.

Martin Zittel

X Richard Zittel





Dated: 5/27/97

Dated: 5/27/97



**SCHEDULE 5.4  
TRADEMARKS**

Young Physicians



**ASSIGNMENT OF FEDERAL REGISTERED TRADEMARKS**

WHEREAS, Appleton & Lange, Inc., a Delaware corporation ("Assignor"), having a place of business at 107 Elm Street, Stamford, Connecticut 06902-0041, is the owner of the trademark registered in the United States Patent and Trademark Office as "Contemporary Internal Medicine", Registration No. 1598512, and registered on May 29, 1990.

WHEREAS, Dowden Publishing Company, Inc., a New Jersey corporation ("Assignee), having a place of business at 110 Summit Avenue, Montvale, New Jersey 07645, has acquired, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, any and all rights and interest in and to said trademark described above;

NOW, THEREFORE, Assignor hereby assigns to Assignee any and all rights and interest in the United States in and to the said trademarks together with the goodwill of the business symbolized by said trademarks and registration thereof.

Signed at 1:07 pm, this 28<sup>th</sup> day of January, 1999.

APPLETON & LANGE, INC.

Arie M. Flenbaum  
Signature

Arie M. Flenbaum, Asst. Sec.  
Print or type name and position

STATE OF ILLINOIS )  
  )  
COUNTY OF COOK )

On the 28<sup>th</sup> day of January, 1999 before me, Karen L. Franklin  
\_\_\_\_\_, Notary Public, personally appeared Arie M. Flenbaum.

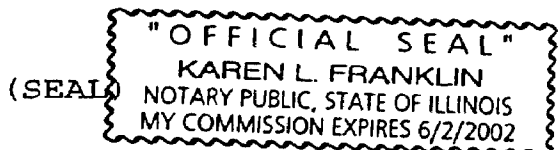
✓ personally known to me

or

\_\_\_\_\_ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Karen L. Franklin  
SIGNATURE OF NOTARY PUBLIC

### ASSIGNMENT OF FEDERAL REGISTERED TRADEMARKS

WHEREAS, Appleton & Lange, Inc., a Delaware corporation ("Assignor"), having a place of business at 107 Elm Street, Stamford, Connecticut 06902-0041, is the successor in interest to Prentice Hall, Inc., owner of the trademarks registered in the United States Patent and Trademark Office as "The Journal of Family Practice", Registration No. 1255281, registered on October 25, 1983 and "The Journal of Family Practice", Registration No. 1254506, registered October 18, 1983;

WHEREAS, Dowden Publishing Company, Inc., a New Jersey corporation ("Assignee"), having a place of business at 110 Summit Avenue, Montvale, New Jersey 07645, has acquired, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, any and all rights and interest in and to said trademark described above;

NOW, THEREFORE, Assignor hereby assigns to Assignee any and all rights and interest in the United States in and to the said trademarks together with the goodwill of the business symbolized by said trademarks and registration thereof.

Signed at 1:28 pm, this 28<sup>th</sup> day of January, 1999.

APPLETON & LANGE, INC.

Arlene M. F...  
Signature

Arlene M. Flemenbaum, Asst. Sec.  
Print or type name and position -

STATE OF ILLINOIS )  
COUNTY OF COOK )

On the 28<sup>th</sup> day of January, 1999 before me, Karen L. Franklin  
Notary Public, personally appeared Arlene M. Flemenbaum.

✓  
personally known to me

or  
  
proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Karen L. Franklin  
SIGNATURE OF NOTARY PUBLIC