



12-06-1999

U.S. Department of Commerce  
Patent and Trademark Office

11-15-1999

RE



EET

U.S. Patent & TMO/TM Mail Rpt Dt. #61

101214740

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS PLEASE RETURN THE FOLLOWING ORIGINAL DOCUMENTS OR COPY THEREOF

1. Name of conveying party(ies):

Health Care Communications, Inc.

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

Additional name(s) of conveying party(ies) attached:  yes  no

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

Name: K. A. U., Inc.

Internal Address: 700 Carew Tower

Street Address: 441 Vine Street

City: Cincinnati State: OH Zip: 45202

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no

(Designation 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: July 13, 1999

11.15.99

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

A. Trademark Application No.(s)

75-626, 651

B. Trademark Registration No.(s):

2,219,812

Additional numbers attached?  yes  no

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

Name: Patricia B. Hogan, Esq.

Internal Address: Keating, Muething & Klekamp, P.L.L.

Street Address: 1400 Provident Tower, One E. Fourth St.

City: Cincinnati State: OH Zip: 45202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

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.*

Patricia B. Hogan

Name of Person Signing

*Patricia B. Hogan*  
Signature

11/11/99  
Date

TOTAL NUMBER OF PAGES COMPRISING OVER SHEET: 1

03/1999 VIBROPHON 0000034 7562651  
40.00 DP  
25.00 DP

## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of this 13<sup>th</sup> day of July, 1999 ("Effective Date") from Health Care Communications, Inc., a New Jersey corporation located at One Bridge Plaza, Fort Lee, N.J. 07024 ("Assignor") to K.A.U., Inc., an Ohio corporation located at 700 Carew Tower, 441 Vine Street, Cincinnati, Ohio 45202 ("Assignee").

WHEREAS, Assignor has adopted and is using certain trademarks; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following and the goodwill of the business symbolized thereby:

1. All of its trademarks, trade dress, trade names, service marks, service names and brand names, including without limitation the United States trademarks listed on Schedule A annexed hereto; the trademarks in which Assignor owns common law rights, the foreign trademarks listed on Schedule B annexed hereto and the trade name; all of the above together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter, "Trademarks");
2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");
3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and
4. Any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.
5. Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
6. Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and take promptly any further action necessary to protect, secure and vest good, valid and marketable title

to the Trademarks and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 13<sup>th</sup> day of July, 1999.

HEALTH CARE COMMUNICATIONS, INC.

By: Bradley D. Kalish  
Name: Bradley D. Kalish  
Title: Vice-President

State of Ohio )  
County of Harrison ) SS 032488446

On this 13<sup>th</sup> day of July, 1999, before me appeared Bradley D. Kalish, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

[Signature]  
Signature of Notary Public



FREDERICK MARK REUTER, Attorney at Law  
Notary Public, State of Ohio  
No Expiration Date

## Schedule A

### Trademarks and Trademark Applications:

1. “Cardiovascular Economics”- Reg. No. 2,219,812
2. “Health Care Innovations”- Application No. 75/626,651
3. “The CME Alliance”-Application filed.

### Unregistered Trademarks and/or Tradenames:

1. “Health Care Communications”
2. “HCC”

**Schedule B**

None

72001.1

**RECORDED: 11/15/1999**

**TRADEMARK  
REEL: 001995 FRAME: 0701**