

08-08-2001

Form PTO-1594
(Rev. 03/01)
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101804390

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

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

1. Name of conveying party(ies):

CLINICIANS PUBLISHING GROUP, INC. 08/01/01

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State NEW JERSEY
- Other _____

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

3. Nature of conveyance:

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

Execution Date: MAY 29TH, 2001

2. Name and address of receiving party(ies)

Name: JOYSON PUBLISHING, LLC.

Internal Address: _____

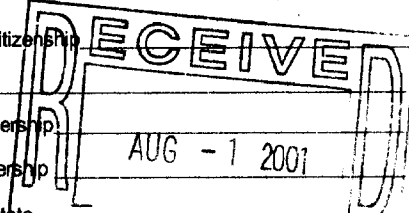
Street Address: 100 AVENUE OF THE AMERICAS

City: NEW YORK State: NY Zip: 10013

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

Other LIMITED LIABILITY COMPANY-DELAWARE

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)

1,760,819 AND 2,157,893

Additional number(s) attached Yes No

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

Name: MEL LAMELAS

Internal Address: JOYSON PUBLISHING, LLC

Street Address: 100 AVENUE OF THE AMERICAS

City: NEW YORK State: NY Zip: 10013

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:

(Attach 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.

MEL LAMELAS

Name of Person Signing

Signature

AUGUST 1, 2001

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

08/07/2001 ANNED1 00000076 1760819

01 FC:481
02 FC:482

40.00 OP
25.00 OP

TRADEMARK
REEL: 002344 FRAME: 0010

ASSIGNMENT AGREEMENT

This Agreement is made as of the 29th day of May, 2001, between CLINICIANS PUBLISHING GROUP, INC., a New Jersey corporation ("CPG"), and JOBSON PUBLISHING LLC, a Delaware limited liability company ("Jobson").

1. Assignment of Copyrights and Trademarks by CPG. CPG hereby assigns to Jobson all of its right, title and interest in and to the copyrights in all past and current issues of the publications "Clinician Reviews" and "Clinicians News" (the "Publications"), and any applications therefor, including all copyright registrations made for Clinician News referencing ISSN 1077-9914 and all copyright registrations made for Clinician Reviews referencing CSN 0093786. CPG promises to so assign any right it has in future copyright interests in future issues of the Publications (collectively, such existing and future copyrights hereinafter are referred to as the "Copyrights"), should Jobson reasonably request the same. CPG hereby assigns to Jobson all right, title and interest it has in the trademark CLINICIAN REVIEWS, which is registered with the U.S. Patent and Trademark Office, Registration No. 1,760,819 and CLINICIAN NEWS, Registration No. 2,157,893, together with the good will of the business symbolized by the marks and the above-identified registration thereof (the "Trademark"). CPG additionally hereby assigns to Jobson all right, title and interest it has in an Assignment Agreement between it and Lippincott Williams & Wilkins, Inc. of even date herewith.

2. CPG Representations. CPG hereby represents to Jobson that CPG has the unqualified power and authority to enter into this Agreement and perform its obligations hereunder in accordance with its terms and the execution and delivery of this Agreement has been authorized by all necessary corporate action of CPG and constitutes a valid and binding obligation of CPG enforceable in accordance with its terms.

3. Jobson Representations. Jobson hereby represents to CPG that Jobson has the unqualified power and authority to enter into this Agreement and perform its obligations hereunder in accordance with its terms and the execution and delivery of this Agreement has been authorized

by all necessary corporate action of Jobson and constitutes a valid and binding obligation of Jobson enforceable in accordance with its terms.

4. Execution of Documents. The parties shall execute all documents and instruments deemed by either party necessary or desirable to effectuate the assignment of the Copyrights and Trademarks.

5. Miscellaneous.

(A) Notices. All notices, requests or instruction hereunder shall be in writing and delivered personally or sent by certified mail (return receipt requested) or by recognized overnight courier, postage prepaid, as follows:

if to Jobson: 100 Avenue of the Americas
New York, NY 10016

if to CPG: 2 Brighton Road
Clifton, NJ 07012

Either of the foregoing addresses may be changed at any time by notice given as provided above; provided, however, that any such notice of change of address shall be effective only upon receipt.

(B) Entire Agreement; Amendments. This Agreement, the documents referred to herein and the Acquisition Agreement between the parties hereto and Clinicians Group, LLC and all documents delivered in conjunction therewith constitute the entire agreement between the parties hereto with respect to the transactions contemplated hereby, and no modification hereof shall be effective unless in writing and signed by the party against which it is sought to be enforced.

(C) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey applicable in the case of agreements made and to be performed entirely within such state.

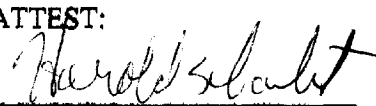
(D) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

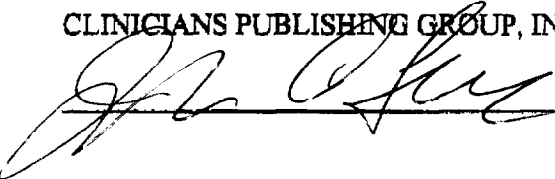
(E) Assignment. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties this 29TH day of May, 2001.

ATTEST: 

JOBSON PUBLISHING LLC


ATTEST: 

CLINICIANS PUBLISHING GROUP, INC.


STATE OF _____):

ss:

COUNTY OF _____):

BE IT REMEMBERED, that on this ____ day of May, 2001, before me, the subscriber, personally appeared _____ who, I am satisfied, is the person who signed the within instrument as _____ of Jobson Publishing LLC, the limited liability company named therein and this person thereupon acknowledged that the said instrument made by the limited liability company was signed and delivered by this person as such officer and is the voluntary act and deed of the limited liability company, made by virtue of authority from its Board of Managers.

STATE OF NEW JERSEY):

§§:

COUNTY OF _____):

BE IT REMEMBERED, that on this 29th day of May, 2001, before me, the subscriber, personally appeared Joseph Leahy, who, I am satisfied, is the person who signed the within instrument as President of Clinicians Publishing Group, Inc., the corporation named therein and this person thereupon acknowledged that the said instrument made by the corporation seal, was signed and delivered by this person as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

Notarized by:

*Harold Schubert
Harold Schubert
Attorney at law
State of NJ
Admitted 12/95*