R U.S. DEPARTMENT OF COMMERCE Form PTO-1594 U.S. Patent and Trademark Office (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) 101835571 To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): Name: CLINICIANS PUBLISHING GROUP, INC WAVERLY, INC. LIPPINCOTT WILLIAMS & WILKINS, INC. Internal Address: Individual(s) Association Street Address: 2 BRIGHTON ROAD Limited Partnership General Partnership State:___NJ City: CLIFTON Corporation-State MARYLAND, DELAWARE ☐ Other Individual(s) citizenship___ Association Additional name(s) of conveying party(ies) attached? Test Yes No General Partnership 3. Nature of conveyance: Limited Partnership ___ XIX Assignment Merger XX Corporation-State NEW JERSEY Change of Name Security Agreement If assignee is not dominated in the United States, a domestic representative designation is attached: Yes No N/A (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes XX No Other_____ Execution Date:____ 4. Application number(s) or registration number(s): B. Trademark Registration No.(s) A. Trademark Application No.(s) 1,760,819 AND 2,157,893 Yes XX Additional number(s) attached 5. Name and address of party to whom correspondence 6. Total number of applications and 2 concerning document should be mailed: registrations involved: MEL LAMELAS Name:_ 7. Total fee (37 CFR 3.41).....\$ 65.00 Internal Address: **Enclosed** JOBSON PUBLISHING, LLC 09/06/2001 TDIAZ1 00000100 1760819 Authorized to be charged to deposit account 40.00 DP 25.00 DP 02 FC:482 8. Deposit account number: Street Address: 100 AVENUE OF THE AMERICAS, 9th FLOOR City: NEW YORK State: NY Zip: 10013 (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 /s inve and correct and any attached copy is a true copy of the original document. MEL LAMELAS Signature Date Name of Person Signing Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

ASSIGNMENT AGREEMENT

This Agreement is made as of the ///L day of May, 2001, between CLINICIANS PUBLISHING GROUP, INC., a New Jersey corporation ("CPG"), and LIPPINCOTT WILLIAMS & WILKINS, INC., a Delaware corporation, for itself, and as successor-in-interest to its wholly-owned subsidiary, Waverly, Inc., by virtue of the latter's liquidation into the former pursuant to Maryland General Corporation Law, and as successor-in-interest to Williams & Wilkins by merger ("Waverly").

<u>Preliminary Statement</u>. In 1999, CPG issued two Secured Promissory Notes to Waverly (together, the "Notes") for payment of Waverly's interest in two joint ventures created (the "Joint Ventures") for the publication and sale of two publications, to wit, "Clinician Reviews" and "Clinician News." CPG and Waverly have agreed on final payment terms on the Notes, and the same have been fully satisfied. In consideration of such final payment, Waverly has agreed to re-assign certain copyright and trademark rights to CPG as follows:

- Assignment of Copyrights and Trademarks by Waverly. Waverly hereby assigns to CPG all of its right, title and interest in and to the copyrights in any jurisdiction in the world in all past and current issues of the publications "Clinician Reviews" and "Clinician News" (the "Publications"), and any applications for registration or registrations therefor, including all copyright registrations made for "Clinician News" referencing ISSN 1077-9914 and all copyright registrations made for "Clinician Reviews" referencing CSN 0693786, together with all applicable renewals, and the right to sue for past infringement. Waverly promises to so assign future copyright interests in future issues of the Publications (collectively, such existing and future copyrights hereinafter are referred to as the "Copyrights"), should CPG reasonably request the same. Waverly hereby assigns to CPG all right, title and interest it has in the trademark CLINICIAN REVIEWS, including, but not limited to, U.S. Patent and Trademark Office Registration No. 1,760,819, and CLINICIAN NEWS, including, but not limited to, Registration No. 2,157,893, together with the good will of the business symbolized by the marks and the above-identified registrations thereof (the "Trademarks").
- 2. <u>Waverly Representations</u>. Waverly hereby represents to CPG that Waverly 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 Waverly and constitutes a valid and binding obligation of Waverly enforceable in accordance with its terms.
- 3. <u>CPG Representations</u>. CPG hereby represents to Waverly 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.
- 4. <u>Execution of Documents</u>. The parties shall execute any further documents and instruments deemed by either party reasonably necessary or desirable to further effectuate the assignment of the Copyrights and Trademarks.

5. Miscellaneous.

(A) <u>Notices</u>. 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 Waverly:

351 West Camden Street

TRADEMARK
REEL: 002363 FRAME: 0002

Baltimore, Maryland 21117 Attn: Tim Satterfield

if to CPG:

2 Brighton Road

Clifton, New Jersey 07012 Attn: David Mittman

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 and the documents referred to herein contain 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) <u>Governing Law</u>. 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) <u>Counterparts</u>. 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) <u>Assignment</u>. 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 /4/4 day of May, 2001.

ATTEST:

LIPPINCOTT WILLIAMS & WILKINS, INC.

STATE OF Illinois

) ss.:

COUNTY OF COOK

I HEREBY CERTIFY that on this day, before me, an officer authorized to administer oaths and take acknowledgements, personally appeared <u>Defe Cooden</u>, who produced <u>a denier's freense</u> as identification, and who by me first duly sworn, did state that he is the <u>Assistant Society</u> of Lippincott Williams & Wilkins, Inc., a Delaware corporation, on whose behalf he executed the foregoing Assignment Agreement, and that deponent was duly authorized to execute and deliver same.

WITNESS my hand and official seal in the County and State last aforesaid, this 4th day of May, 2001.

[625822-2]

TRADEMARK REEL: 002363 FRAME: 0003 Printed Name: Brennan Smith

My Commission Expires: 10-16-04



ATTEST:

CLINICIANS PUBLISHING GROUP, INC.

STATE OF NEW JERSEY)
) ss.:
COUNTY OF PASSAIC)

Varutter June

HEREBY CERTIFY that on this day, before me, an officer authorized to administer oaths and take acknowledgements, personally appeared who produced who produced a drivers license as identification, and who by me first duly sworn, did state that he is the CEO of Clinicians Publishing Group, Inc., a New Jersey corporation, on whose behalf he executed the foregoing Assignment Agreement, and that deponent was duly authorized to execute and deliver same.

WITNESS my hand and official seal in the County and State last aforesaid, this __ day of May, 2001.

Printed Name: Hard Showsell
My Commission Expires:

Attacy at law Jerres State of New Jerres Almitted 12/9\$

[625822-2]

RECORDED: 08/31/2001

TRADEMARK REEL: 002363 FRAME: 0004