

09-07-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

101835571

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

1. Name of conveying party(ies): 9.31-01 WAVERLY, INC. LIPPINCOTT WILLIAMS & WILKINS, INC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State MARYLAND, DELAWARE 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:

2. Name and address of receiving party(ies) Name: CLINICIANS PUBLISHING GROUP, INC.

Internal Address:

Street Address: 2 BRIGHTON ROAD

City: CLIFTON State: NJ Zip: 07012

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

If assignee is not domiciled 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 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:

JOBSON PUBLISHING, LLC

Street Address: 100 AVENUE OF THE AMERICAS, 9th FLOOR

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

8/28/01

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002363 FRAME: 0001

09/06/2001 TDIAZ1 00000100 1760819 01 FC:481 02 FC:482

ASSIGNMENT AGREEMENT

This Agreement is made as of the 14th 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").

Preliminary Statement. 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:

1. 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 0093786, 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. Waverly Representations. 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. CPG Representations. 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. Execution of Documents. 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) 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 Waverly:

351 West Camden Street

