

07-03-2002



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

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
 Quintiles Transfer, L.L.C. *06/26/02*

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

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

2. Name and address of receiving party(ies)
 Name: Verispan, L.L.C.
 Internal Address: c/o Greg Porter
 Street Address: 60 Blacksmith Road
 City: Newtown State: PA Zip: 18940

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 16, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
76-083-121 filed 11/6/2001

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
 2,190,607; 2,262,656; 1,715,207; 2,205,261; 1,885,198;
 1,843,158; 2,386,925; 2,395,421; 1,843,157; 2,207,839

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Michael W. Connelly
 Internal Address: c/o Smith Anderson Blount
Dorsett Mitchell & Jernigan LLP
 Street Address: Suite 2500 First Union Capital Cntr
 City: Raleigh State: NC Zip: 27602

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290
 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.

Michael W. Connelly
 Name of Person Signing

[Signature]
 Signature

June 20, 2002
 Date

Total number of pages including cover sheet, attachments, and document: 7

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

07/02/2002 TDIAZI 00000026 76083121

01 FC:481 40.00 OP
 02 FC:482 250.00 OP

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK and DOMAIN NAME ASSIGNMENT, is made and dated as of May 16, 2002, from Quintiles Transfer, L.L.C., a Delaware limited liability company ("Assignor") to Verispan, L.L.C., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the respective trademarks and trademark applications identified on Schedule A attached hereto (hereinafter collectively, the "Trademarks"); and

WHEREAS, Assignor has also registered the respective domain names identified on Schedule A attached hereto (hereinafter collectively with all trademarks appurtenant thereto, whether registered or unregistered, the "Domain Names"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks and Domain Names; and

WHEREAS, Assignee is acquiring from Assignor that portion of Assignor's business to which the Trademarks and Domain Names pertain;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey, grant and assign unto Assignee, free and clear of all liens, claims, charges, pledges, security interests, licenses, options to purchase, encumbrances or equitable interests of any nature whatsoever, Assignor's entire right, title and interest in and to the Trademarks and Domain Names, in the United States and all jurisdictions outside the United States, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registrations outside the United States based in whole or in part upon said Trademarks and Domain Names, and every priority right that is or may be predicated upon or arise from said Trademarks and Domain Names, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by Assignor if this assignment and sale had not been made. Assignor further sells, assigns and transfers to Assignee all rights of Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the foregoing Trademarks or Domain Names, including the right to bring an action for past, present and future infringement or misuse.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to record the transfer of the registrations and/or applications included in the Trademarks to Assignee as assignee of Assignor's entire right, title and interest therein, and to issue to Assignee all trademark registrations referred to above which may issue with respect to the Trademarks in or outside the United States, in accordance with this Trademark Assignment.

Assignor further agrees to execute a separate assignment form, as required by Network Solutions, Inc. or any other applicable domain name registrar, assigning the Domain Names to Assignee.

[signature page follows]

Trademark and Domain Name Assignment
Between Quintiles Transfer, L.L.C. and
Verispan, L.L.C.

Dated May 16, 2002

Signature Page

IN WITNESS WHEREOF, Assignor has caused this Trademark and Domain Name Assignment to be executed by its proper officer thereunto duly authorized, as of the date first above written.

ASSIGNOR:
QUINTILES TRANSFER, L.L.C.

By: Quintiles Pacific, Inc., North Carolina corporation, its sole member

By: [Signature]
Name: R. David Andrews
Title: Vice President of Quintiles Pacific, Inc.,
Sole shareholder of Quintiles Transfer, L.L.C.

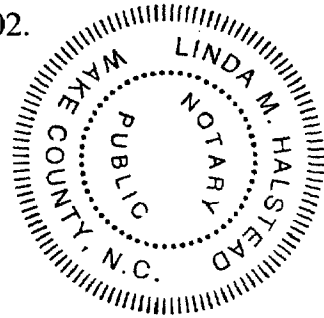
STATE OF NC }
 } ss:
COUNTY OF Wake }

Before me, the undersigned, a Notary Public of the State of North Carolina, personally appeared R. David Andrews, having been sworn by me according to law did depose and say he was the Vice President of Quintiles Transfer L.L.C. (the "Assignor") and did acknowledge the execution of the foregoing Trademark and Domain Name Assignment on behalf of said Assignor.

WITNESS my hand and notarial seal this the 14th day of May, 2002.

[Signature]
(Written Signature)

Linda M. Halstead
(Printed Signature)



ASSIGNEE:
VERISPAN, L.L.C.

By: _____
Name:
Title:

Trademark and Domain Name Assignment
Between Quintiles Transfer, L.L.C. and
Verispan, L.L.C.

Dated May 16, 2002

Signature Page

IN WITNESS WHEREOF, Assignor has caused this Trademark and Domain Name Assignment to be executed by its proper officer thereunto duly authorized, as of the date first above written.

ASSIGNOR:
QUINTILES TRANSFER, L.L.C.

By: Quintiles Pacific, Inc., North Carolina corporation, its sole member

By: _____
Name: R. David Andrews
Title: Vice President of Quintiles Pacific, Inc.,
Sole shareholder of Quintiles Transfer, L.L.C.

STATE OF }
 } ss:
COUNTY OF }

Before me, the undersigned, a Notary Public of the State of _____, personally appeared _____, having been sworn by me according to law did depose and say he was the _____ of Quintiles Transfer L.L.C. (the "Assignor") and did acknowledge the execution of the foregoing Trademark and Domain Name Assignment on behalf of said Assignor.

WITNESS my hand and notarial seal this the ___ day of May, 2002.

(Written Signature)

(Printed Signature)

ASSIGNEE:
VERISPAN, L.L.C.

By: 
Name: Gregory D. Porter
Title: Chief Executive Officer

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

- AMAXIS, Reg. No. 2,205,261, registered 11/24/1998
- DATAMINER, NJ Reg. No. 14,311, registered 10/18/1996
- GEOMAX, NJ Reg. No. 14,313, registered 10/18/1996
- GEOMAX INTERNATIONAL, NJ Reg. No. 14,312, registered 10/18/1996
- INFOTRAC, NJ Reg. No. 14,309, registered 10/18/1996
- MAXPLAN, NJ Reg. No. 14,315, registered 10/19/1996
- ONTRACK, NJ Reg. No. 14,308, registered 10/18/1996
- PEERQUEST, NJ Reg. No. 13,832, registered 2/27/1996
- PHYSICIAN'S INFORMATION EXCHANGE, NJ Reg. No. 13,834, registered 2/27/1996
- PIE, NJ Reg. No. 13,833, registered 2/27/1996
- RESPONSETRAC, NJ Reg. No. 14,310, registered 10/18/1996
- REPTRAC, NJ Reg. No. 14,316, registered 10/18/1996
- SALES ASSISTANT, NJ Reg. No. 14,314, registered 10/18/1996
- GROUP-NET, Reg. No. 1,885,198, registered 3/21/1995
- GROUP-TRACK, Reg. No. 1,843,158, registered 7/5/1994
- MCO INSITE, Reg. No. 2,386,925, registered 9/19/2000
- PBMTRACK, Reg. No. 2,359,421, registered 6/20/2000
- SMG MARKETING GROUP INC, Reg. No. 1,843,157, registered 7/5/1994
- SMG VANTAGEPOINT, Reg. No. 2,207,839, registered 12/8/1998
- DIAGNOSIS DIRECT (and Design), Reg. No. 2,190,607, registered 9/22/1998

- REGLINE, Serial No. 76-083-121, filed 11/6/2001
- SCOTT-LEVIN REPORT GENERATOR, Reg. No. 2,262,656, registered 7/20/1999
- THE REP REPORT, Reg. No. 1,715,207, registered 9/15/1992

DOMAIN NAMES

All of the following Domain Names to the extent of Assignor's interests therein, if any:

- www.healthinfo.com
- www.smg.com
- www.smgusa.com
- www.synergyhc.com
- www.scott-levin.com
- www.amaxis.com
- www.rxdosageinsight.com
- www.rxdosageinsight.net
- www.rxdosageinsight.org
- www.rxmarketmonitor.com
- www.rxmarketmonitior.net
- www.rxmarketmonitor.org
- www.synergyseries.com
- www.synergyseries.org
- www.synergyseries.net