

09-30-2002

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

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

CancerSource.com, LLC 40 Tall Pine Drive Sudbury, MA 01776

9-19-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Massachusetts limited liability

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

2. Name and address of receiving party(ies)

Name: iKnowMed, Inc.

Internal Suite 320 Address:

Street Address: 1608 Fourth Street

City: Berkeley State: CA Zip: 94710

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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: 02062001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,426,941 2,596,215

Additional number(s) attached Yes No

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

Name: Jens Hillen, Esq./Omar Beer, Esq.

Internal Address: Latham & Watkins 505 Montgomery Street, Suite 1900

Street Address:

San Francisco, California 94111-2562

City: State: Zip:

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.

Cathleen M. Calkins

Calkins

9/17/2002

Name of Person Signing

Signature

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

09/30/2002 ANNED1 00000018 2426941

01 FC:481 02 FC:482

40.00 25.00

TRADEMARK REEL: 002590 FRAME: 0581

ASSIGNMENT OF PROPRIETARY RIGHTS

This Assignment of Proprietary Rights (this "Assignment") is entered into between Cancersource.com, LLC, a Massachusetts limited liability company (the "Seller"), and iKnowMed, Inc., a Delaware corporation ("Buyer"), and is made contemporaneously with the acquisition by Buyer of certain assets of Seller, and is effective as of such acquisition.

RECITALS

A. Seller, Buyer, iKnowMed, a California corporation, iKnowMed Merger Subsidiary, Inc., a Delaware corporation, and Jones and Bartlett Publishers, Inc., a Massachusetts corporation have entered into a Merger and Contribution Agreement dated as of November 9, 2000 (the "Agreement") which provides, among other things, for the acquisition of certain assets of Seller by Buyer.

B. Seller is the exclusive owner of all right, title to, and interest in the patents, patent applications, registered trademarks, trademark applications, registered copyrights and copyright applications set forth on Exhibit A attached hereto (the "Proprietary Rights"), all of which are included in the CS Assets (as such term is defined in the Agreement).

C. Seller desires to transfer and assign all of its right, title to, and interest in the Proprietary Rights to Buyer, and Buyer wishes to acquire the Proprietary Rights from Seller.

AGREEMENT

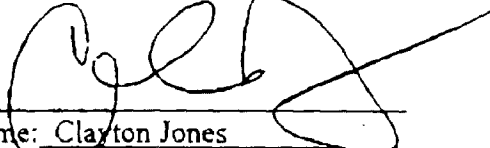
NOW, THEREFORE, for the consideration specified in the Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, Seller does hereby grant, bargain, transfer, sell, assign, convey and deliver to Buyer all of its worldwide right, title to, and interest in the Proprietary Rights, including without limitation, the United States registrations for any Proprietary Rights and all extensions thereto and re-issues thereof and all foreign counterparts thereto, and all claims for damages and/or injunctive relief by reason of past or future infringement of any Proprietary Rights, by any party or parties, with the right to sue for and collect the same for its own account and use.

For the consideration set forth above, Seller, for itself and its successors and assigns, hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the Proprietary Rights.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment has been duly executed on behalf of Seller by its duly authorized officer as of the date first written above

CANCERSOURCE.COM, LLC

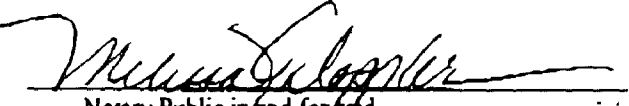
By: 
Name: Clayton Jones
Title: Manager

COMMONWEALTH OF MASSACHUSETTS)
) ss.

COUNTY OF Middlesex

On 6 February 2001, before me, MELISSA G. DUNN personally appeared Clayton Jones, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public in and for said
County and State

[SEAL]

EXHIBIT A

Trademarks:

"A PARTNERSHIP FOR LIFE"
"CANCERSOURCE"

Registration/Serial Number:

2,426,941
2,596,215