

03-19-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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102394320

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):

IHS HEALTH GROUP, INC.

3-14-03

- Individual(s)
- General Partnership
- Corporation-State - Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 11/27/2002

2. Name and address of receiving party(ies)

Name: CRC PRESS LLC

Internal Address: \_\_\_\_\_

Street Address: 2000 Corporate Boulevard N.W.

City: Boca Raton State: FL Zip: 33431

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Delaware limited liability company

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) \_\_\_\_\_

2437883

Additional number(s) attached  Yes  No

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

Name: Michael K. Cantwell, Esq.

Internal Address: \_\_\_\_\_

Willkie Farr & Gallagher

Street Address: 787 Seventh Avenue

City: New York State: NY Zip: 10019-6099

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-2405

FINANCE SECTION  
MAR 14 11 42 AM '03  
RECORDS

DO NOT USE THIS SPACE

9. Signature.

Michael K. Cantwell  
Name of Person Signing

*Michael K. Cantwell*  
Signature

March 14, 2003  
Date

Total number of pages including cover sheet, attachments, and document: 5

03/18/2003 LNUELLER 00000273 232405 2437883

01 FC:8521 40.00 CH

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

TRADEMARK  
REEL: 002693 FRAME: 0480

**ASSIGNMENT OF MARKS, TRADEMARK APPLICATIONS  
AND GOODWILL**

THIS ASSIGNMENT OF MARKS, TRADEMARK APPLICATIONS AND GOODWILL ("Agreement") is made and entered into as of this 27th day of November, 2002, by and between IHS HEALTH GROUP, INC., a Delaware corporation ("Assignor"), and CRC PRESS LLC, a Delaware limited liability company ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated as of November 27, 2002 (the "Purchase Agreement"); and

WHEREAS, Assignee and Assignor now desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery by Assignor to Assignee of this instrument evidencing the sale, transfer and assignment to Assignee of all right, title and interest in and to the trademarks and applications and registrations therefore set forth on Schedule A hereto (the "Marks").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto enter into this Agreement as follows:

1. Assignment of Rights. Assignor hereby sells, transfers and assigns to Assignee and Assignee's successors and assigns all right, title and interest throughout the world in, to and under the Marks, including without limitation all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registration thereof, all records and files relating to the Marks and all foreign counterparts thereof, together with the right to sue and recover damages and bring other actions for future or past infringements thereof and for other causes of action relating thereto and to fully and entirely stand in the place of Assignor in all matters related thereto.

2. General Provisions.

(a) In the event that any provision of this Agreement shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

(b) This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

(c) This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

(d) The failure of any party to enforce any terms or provisions of this Assignment will not waive any rights under such terms and provisions.

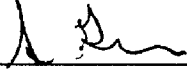
(e) This Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

IHS HEALTH GROUP, INC.

By:   
Name: Stephen Green  
Title: Vice President & Secretary

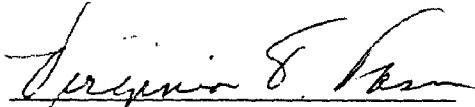
CRC PRESS LLC

By: \_\_\_\_\_  
Name:  
Title:

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF NEW YORK )

On this 27 day of November, 2002, before me personally appeared  
Stephen Green, to me personally known, who, being duly sworn, did say that he is  
the V.P. & Secretary of IHS HEALTH GROUP, INC. and that he duly executed the foregoing  
instrument for and on behalf of IHS HEALTH GROUP, INC., being duly authorized to do so  
and that said individual acknowledged said instrument to be the free act and deed of said  
corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 27 day of  
November, 2002.

  
Notary Public

VIRGINIA T. FASANO  
Notary Public, State of New York  
No. 60-4958738  
Qualified in Westchester County  
Certificate Filed in New York County  
Commission Expires November 13, 2005

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_\_ day of November, 2002, before me personally appeared  
\_\_\_\_\_, to me personally known, who, being duly sworn, did say that he is  
the \_\_\_\_\_ of CRC PRESS LLC and that he duly executed the foregoing instrument  
for and on behalf of CRC PRESS LLC, being duly authorized to do so and that said individual  
acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this \_\_\_\_ day of  
November, 2002.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

IHS HEALTH GROUP, INC.

By: \_\_\_\_\_  
Name:  
Title:

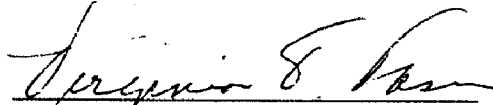
CRC PRESS LLC

By: *F. Markevich*  
Name: Fenton J. Markevich  
Title: President & CEO  
CRC PRESS LLC

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF NEW YORK )

On this 27 day of November, 2002, before me personally appeared Stephen Green, to me personally known, who, being duly sworn, did say that he is the V.P. & Secretary of IHS HEALTH GROUP, INC. and that he duly executed the foregoing instrument for and on behalf of IHS HEALTH GROUP, INC., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 27 day of November, 2002.

  
Notary Public

VIRGINIA T. FASANO  
Notary Public, State of New York  
No. 60-4958738  
Qualified in Westchester County  
Certificate Filed in New York County  
Commission Expires November 13, 2005

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_\_ day of November, 2002, before me personally appeared \_\_\_\_\_, to me personally known, who, being duly sworn, did say that he is the \_\_\_\_\_ of CRC PRESS LLC and that he duly executed the foregoing instrument for and on behalf of CRC PRESS LLC, being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this \_\_\_\_ day of November, 2002.

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_\_ day of November, 2002, before me personally appeared \_\_\_\_\_, to me personally known, who, being duly sworn, did say that he is the \_\_\_\_\_ of IHS HEALTH GROUP, INC. and that he duly executed the foregoing instrument for and on behalf of IHS HEALTH GROUP, INC., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this \_\_\_\_ day of November, 2002.

\_\_\_\_\_  
Notary Public

STATE OF *FLORIDA* )  
 ) SS:  
COUNTY OF *Palm Beach* )

On this 26<sup>th</sup> day of November, 2002, before me personally appeared Fernton J. Markevich, to me personally known, who, being duly sworn, did say that he is the President & CEO of CRC PRESS LLC and that he duly executed the foregoing instrument for and on behalf of CRC PRESS LLC, being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 26<sup>th</sup> day of November, 2002.

*Kimberly S. Taylor*  
\_\_\_\_\_  
Notary Public



Kimberly S. Taylor  
MY COMMISSION # DD050189 EXPIRES  
October 9, 2005  
BONDED THRU TROY FARM INSURANCE, INC.



EXHIBIT A

Trademark

<u>Mark</u>	<u>Country</u>	<u>Class</u>	<u>Registration Number</u>	<u>Date</u>
INTERPHARM	US	9,16	2,437,883	3/27/01