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

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): NursingHands, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, 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: 01/28/2003

2. Name and address of receiving party(ies)

Name: Jobson Publishing L.L.C.

Internal

Address:

Street Address: 100 Ave. of the Americas

City: New York State: NY Zip: 10013

- 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)

2,592,424

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 L.L.C.

Street Address: 100 Ave. of the Americas

9th Floor

City: New York State: NY Zip: 10013

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:

9. Signature.

Mel Lamelas

Name of Person Signing

Signature

4/30/03

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: 002744 FRAME: 0748

Trademark Assignment

This assignment made on the 27th day of January, 2003, by NursingHands, Inc., a Delaware corporation (“**Assignor**”), to Jobson Publishing LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated January __, 2003 (the “**Asset Purchase Agreement**”), pursuant to which Assignor has agreed to assign to Assignee the trademarks and trademark registrations listed on Schedule A hereto (collectively, the “**Trademarks**”) along with all the goodwill symbolized by the Trademarks;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee wishes to acquire all of Assignor’s rights in the Trademarks, and Assignor wishes to assign to Assignee all of its rights in the Trademarks, all on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all of Assignor’s respective right, title and interest in and to the Trademarks, together with any goodwill of the business symbolized by the Trademarks, and the right to and to apply to register the Trademarks additionally in the United States and elsewhere, and the right to sue for damages and other remedies on account of any infringement of the Trademarks that may have occurred prior to the date of this Assignment.
2. Assignor further agrees to execute any documents and take any action that may be required to confirm or perfect Assignee’s right, title and interest in the Trademarks, including, without limitation, the filing of a substitute Power of Attorney in the U.S. Trademark Office, security interests with respect to the Trademarks, and the recordation of this Assignment.
3. Assignor represents and warrants that this Assignment constitutes a valid and legally binding obligation of Assignor and is enforceable against Assignor in accordance with its terms.
4. Assignor covenants that Assignee’s use of the Trademarks being granted hereunder will not infringe or conflict with the rights of any third party.

5. Subject to Section 11.02 of the Asset Purchase Agreement, Assignor hereby indemnifies Assignee and holds Assignee harmless against any and all losses, costs, and expenses, including reasonable attorney's fees, that may arise out of any actual or alleged breach of any of the representations and warranties or covenants made in this Trademark Assignment.

NURSINGHANDS, INC.

By: Isobel Coleman
Isobel Coleman
Chief Executive Officer

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 28th day of January, 2003, before me, a Notary Public in and for the County and Commonwealth aforesaid, personally appeared Isobel Coleman, the Chief Executive Officer of NursingHands, Inc., personally known to me and proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument.

Subscribed and sworn to before me
this 28th day of January, 2003.

Anne Marie Sheridan
Notary Public

ANNE MARIE SHERIDAN
Notary Public, State of New York
No. 01SH6041494
Qualified in Westchester County
Certificate filed in New York County
Commission Expires May 8, 2006

SCHEDULE A

Trademarks

NURSINGHANDS U.S. Reg. No. 2,592,424

