

**TRADEMARK ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Joseph A. Ignatius M.D.		02/09/2004	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American College of Surgeons		
<b>Street Address:</b>	633 North St. Clair St.		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60611		
<b>Entity Type:</b>	Not-for-profit corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	979450	THE SURGICAL INDEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)840-7386		
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<b>NAME OF SUBMITTER:</b>	Eric H. Weimers		
<b>Total Attachments: 1</b>			
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CH \$40.00 979450

TRADEMARK ASSIGNMENT

WHEREAS, Joseph A. Ignatius, M.D., 54 Olive Mill Road, Montecito, California 93108 ("Assignor") owns all right, title and interest in and to the trademark THE SURGICAL INDEX for a periodical in the form of printed index cards summarizing literature in the medical field and United States Trademark Registration No. 979450 for THE SURGICAL INDEX and Design (collectively the "Trademark"); and

WHEREAS, the American College of Surgeons (the "College") is desirous of obtaining all rights in and to the Trademark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor does hereby donate, assign, transfer and quitclaim unto the College the entire right, title and interest in and to the Trademark, together with the goodwill of the business symbolized thereby and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademark registrations, to issue all registrations for the Trademark to the College, in accordance with the terms of this Agreement. Upon the College's request, Assignor will execute all documents and take all actions reasonably necessary to perfect the assignment granted herein.

Assignor is simultaneously executing a copyright assignment (the "Copyright Assignment Agreement") in favor of the College for the copyrighted work with which the Trademark is used (the "Work"). Under the terms of the Copyright Assignment Agreement, if the College is not distributing copies of the Work within two (2) years from the date of the Copyright Assignment Agreement, the College, upon Assignor's request, will assign its copyrights back to Assignor. In such event, the College also agrees to assign back to Assignor the Trademarks assigned to the College herein.

In witness whereof, the parties have executed this Agreement, effective this 9<sup>th</sup> day of February 2004.

  
Joseph A. Ignatius, M.D.

American College of Surgeons

By: Gay Vincent  
Name:

Title: American College of Surgeons  
Comptroller  
Gay L. Vincent, CPA