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<u>:</u>СН \$665

Electronic Version v1.1

Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|------------------------------------|
| SynerMed Communications | | 110/29/2004 | General Partnership: NEW JERSEY |

RECEIVING PARTY DATA

| Name: | Ascend Media Medical and Healthcare, LLC | |
|-----------------|--|--|
| Street Address: | 11600 College Boulevard | |
| City: | Overland Park | |
| State/Country: | KANSAS | |
| Postal Code: | 66210 | |
| Entity Type: | Limited Liability Company: DELAWARE | |

PROPERTY NUMBERS Total: 26

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------|
| Registration Number: | 1977531 | CLINICIAN |
| Registration Number: | 1570471 | CLINICIAN |
| Registration Number: | 1552841 | CLINICAL COURIER |
| Registration Number: | 2380538 | OB*GYN ROUNDS |
| Registration Number: | 2259571 | PEDIATRIC ROUNDS |
| Registration Number: | 1761301 | PEDIATRIC ROUNDS |
| Registration Number: | 2297781 | REPRODUCTIVE HEALTH |
| Registration Number: | 2293773 | INTERDISCIPLINARY MEDICINE |
| Registration Number: | 2003770 | INTERDISCIPLINARY MEDICINE |
| Registration Number: | 2403024 | CURRENT ISSUES IN HEART FAILURE |
| Registration Number: | 2613951 | SYNERMED |
| Registration Number: | 2270762 | SYNERMED |
| Registration Number: | 1855188 | SYNERMED |
| Registration Number: | 1931459 | SYNERMED |
| | | TDADEMARK |

TRADEMARK " REEL: 002994 FRAME: 0200

900016902

| Serial Number: | 75981730 | SYNERMED |
|----------------------|----------|--|
| Serial Number: | 76592865 | DISEASE STATE COMPENDIUM |
| Serial Number: | 76592337 | DE-CLOT.COM |
| Serial Number: | 76589261 | PRIMARY CARE ROUNDS |
| Serial Number: | 76502825 | IBD ROUNDS |
| Serial Number: | 76573042 | UROLOGY ROUNDS |
| Serial Number: | 76566202 | CLINICAL CHALLENGES IN ACUTE MYOCARDIAL INFARCTION |
| Serial Number: | 76552964 | FAQS IN IC |
| Serial Number: | 76548513 | FAQS IN OAB |
| Registration Number: | 2344578 | |
| Registration Number: | 2111308 | |
| Registration Number: | 2259570 | |

CORRESPONDENCE DATA

Fax Number: (816)292-2001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 816-460-5826

Email: ipdocketing@lathropgage.com

Correspondent Name: Peter C. Knops

Address Line 1: 2345 Grand Boulevard, Suite 2300
Address Line 4: Kansas City, MISSOURI 64108-2618

NAME OF SUBMITTER:

Aimee Britt

Total Attachments: 7

source=Ascend-one#page1.tif source=Ascend-two#page1.tif source=Ascend-three#page1.tif source=Ascend-four#page1.tif source=Ascend-five#page1.tif

source=Ascend-six#page1.tif source=Ascend-seven#page1.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment"), dated as of October 29, 2004, is entered into by and between Ascend Media Medical and Healthcare, LLC ("Purchaser"), a Delaware limited liability company and wholly-owned subsidiary of Ascend Media Holdings, LLC, a Delaware limited liability company ("Parent"), and SynerMed Communications, a New Jersey general partnership ("Seller").

WHEREAS, prior to closing, pursuant to Section 14.10 of the Purchase Agreement, Parent has assigned to Purchaser all of its rights, interests and obligations (including without limitation its rights under Article XI) under the Purchase Agreement;

WHEREAS, Seller uses or has a bona-fide intent to use, and owns all right, title, and interest in and to the marks shown on the attached <u>Schedule A</u> (the "<u>Marks</u>");

WHEREAS, Seller, Parent and the other Persons listed on the signature pages thereto have entered into an Asset Purchase Agreement, dated as of August 26, 2004 (the "Purchase Agreement;" capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement), pursuant to which Seller has agreed to sell, transfer and assign to Parent, and Parent has agreed to purchase and acquire from Seller, substantially all of the Assets of Seller relating to the operation of the Business, and in connection therewith, Parent has agreed to assume certain of the liabilities of Seller relating to the Business as described in the Purchase Agreement; and

WHEREAS, Seller desires to sell and assign to Purchaser, and Purchaser desires to accept the sale and assignment of, all of Seller's right, title and interest in and to the Marks, together with the business assets pertaining to the Marks and the goodwill associated with and symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign and transfer over to Purchaser and Purchaser hereby accepts the sale and assignment of, all of Seller's right, title and interest in and to the Marks, together with the business assets pertaining to the Marks and the goodwill associated with and symbolized by the Marks, and all registrations and applications therefor, in the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Marks as of the date hereof and hereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Purchaser's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives.

Trademark Assignment

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Trademark Assignment on the day and year first above written.

| | ASCEND MEDIA MEDICAL AND HEALTHCARE, |
|-------------------------|---|
| | LLC |
| | & Buly |
| | Name: CAMERON B. BISHOP Title: |
| | SYNERMED COMMUNICATIONS |
| | By: SynerMed, Inc., its General Partner |
| | By: Name: Title: |
| | By: Media in Medicine, Inc., its General Partner |
| | By:Name; Title: |
| STATE OF) COUNTY OF) | ss: |
| | |
| in and for the State of | , 2004, before me, the undersigned, a Notary Public, duly commissioned and sworn, personally appeared mown who, being by me duly sworn, did depose and say that |
| he resides at | that he is the |
| ofof | the General Partner of SynerMed ership described in and that executed the foregoing ame thereto under authority of the board of directors of said |
| WITNESS my hand | and seal hereto affixed the day and year first above written. |
| | NOTARY PUBLIC in and for the State of |
| | My Commission expires: |
| | * |

2

Trademark Assignment

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Trademark Assignment on the day and year first above written.

| OTHERS IN CASCATO HAIR TELEVISION | • |
|--|--|
| | ASCEND MEDIA MEDICAL AND HEALTHCARE, LLC |
| | By: Name: Title: |
| | SYNERMED COMMUNICATIONS |
| | By: SynerMed, Inc., its General Partner By: |
| | Name: Plestoent |
| | By: Media in Medicine, Inc., its General Partner |
| | By: |
| STATE OF Floride) COUNTY OF Lee | SS: |
| in and for the State of Florida Schubert, to me ke he resides at 16897 Caption President of Communications, the general partne instrument; and that he signed his ne | duly commissioned and sworn, personally appeared mown who, being by me duly sworn, did depose and say that Labert F1. 339.34, that he is the captive F1. 339.34, that he is the exhip described in and that executed the foregoing ame thereto under authority of the board of directors of said |
| corporation. WITNESS my hand | and seal hereto affixed the day and year first above written. |
| BETSEY MOSEE HERMAN MY COMMISSION & DD 281345 EXPIRES: January 14, 2008 Bonded Thru Holey Public Underwriters | Brasen Nr. Bee Herran NOTARY AUBLIC in and for the State of Floride My Commission expires: 1/14/2008 |
| NY1:#3374388 | . 2 Trademark Assignment |

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Trademark Assignment on the day and year first above written.

| | ASCEND MEDIA MEDICAL AND HEALTHCARE, LLC |
|---|--|
| | By: Name: Title: |
| | SYNERMED COMMUNICATIONS |
| | By: SynerMed, Inc., its General Partner |
| | By: Name; Title: |
| | By: Media in Medicine, Inc., its General Partner By: Name: Title: Jumle |
| STATE OF U.T. |) |
| he resides at /Nlace of Communications, the general | of Oct., 2004, before me, the undersigned, a Notary Public , duly commissioned and swom, personally appeared o me known who, being by me duly swom, did depose and say that Herry the General Partner of SynerMed partnership described in and that executed the foregoing this name thereto under authority of the board of directors of said |
| corporation. WITNESS my | hand and seal hereto affixed the day and year first above written. |
| | NOTARY PUBLIC in and for the State of |
| NY1:#3374388 | 2 ADELLA MENGER Trademark Assignment WOTARY PUBLIC OF NEW JERSEY TO CORMISSION FYSISES, JAM 9, 2004 |

SCHEDULE A

TRADEMARKS/SERVICE MARKS AND/OR TRADE NAMES

I. U.S. Registered Marks

Registrant: SynerMed Communications

| 17,531 | 06/04/96 | oscianityo (1) Sec. Din | ACOMO |
|--------|---|---|---|
| | 06/04/96 | *: 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | 0.0400 |
| 70,471 | | | 06/04/06 |
| | 12/05/89 | | 12/05/09 |
| 52,841 | 08/22/89 | | 08/22/09 |
| 57,263 | 06/29/99 | 06/29/05 | 06/29/09 |
| 30,538 | 08/29/00 | 08/29/06 | 08/29/10 |
| 59,571 | 07/06/99 | 07/06/05 | 07/06/09 |
| 51,301 | 03/30/93 | | 03/30/13 |
| 77,781 | 12/07/99 | 12/07/05 | 12/07/09 |
| 93,773 | 11/16/99 | 11/16/05 | 11/16/09 |
| 03,770 | 09/24/96 | | 09/24/06 |
| 03,024 | 11/07/00 | 11/07/06 | 11/07/10 |
| 13,951 | 09/03/02 | 09/03/08 | 09/03/12 |
| 70,762 | 08/17/99 | 08/17/05 | 08/17/09 |
| 55,188 | 09/20/94 | | 09/20/04 |
| 31,459 | 10/31/95 | | 10/31/05 |
| | 12,841 17,263 10,538 19,571 11,301 17,781 13,773 13,770 13,951 170,762 15,5,188 | 32,841 08/22/89 37,263 06/29/99 30,538 08/29/00 39,571 07/06/99 31,301 03/30/93 37,781 12/07/99 33,773 11/16/99 33,770 09/24/96 33,024 11/07/00 33,024 08/17/99 35,188 09/20/94 | 32,841 08/22/89 06/29/05 37,263 06/29/99 06/29/05 30,538 08/29/00 08/29/06 39,571 07/06/99 07/06/05 31,301 03/30/93 12/07/05 33,773 11/16/99 11/16/05 33,770 09/24/96 33,024 11/07/00 11/07/06 33,951 09/03/02 09/03/08 370,762 08/17/99 08/17/05 |

Trademark Assignment

NY1:#3374388

II. U.S. Pending Trademark Applications

Applicant: SynerMed Communications

| I rademark hij | Application | Filing Date: | |
|--|-------------|--------------|--|
| SYNERMED | 75-981,730 | 06/01/00 | SOU OR EOT* 07/22/04 |
| DIALOGUES IN INFECTIOUS DISEASE | 76-589,267 | 04/29/04 | new application |
| DIALOGUES IN PRIMARY CARE | 76-589,266 | 04/29/04 | new application |
| DISEASE STATE COMPENDIUM | 76-592,865 | 05/18/04 | new application |
| DE-CLOT.COM | 76-592,337 | 05/17/04 | new application |
| PRIMARY CARE ROUNDS | 76-589,261 | 04/29/04 | new application |
| IBD ROUNDS | 76-502,825 | 03/26/03 | statement of use processing complete |
| UROLOGY ROUNDS | 76-573,042 | 01/28/04 | new application |
| CLINICAL CHALLENGES IN ACUTE MYOCARDIAL INFARCTION | 76-566,202 | 12/09/03 | response to office action due 12/25/04 |
| FAQS IN IC | 76-552,964 | 10/02/03 | response to office action due 10/29/04 |
| FAQS IN OAB | 76-548,513 | 10/02/03 | response to office action due 10/27/04 |

^{*} Deadline for filing Statement of Use or Extension of Time

Trademark Assignment

III. Registered Graphics

Registrant: SynerMed Communications

| Pegintetal Altopet | a kenigangal | Veolgei wei Die 1997 1997 | ir Transferance |
|-----------------------|------------------------|--|--|
| 2,344,578 | 04/25/00 | 04/25/06 | 04/25/10 |
| 2,111,308 | 11/04/97 | | 11/04/07 |
| 2,259,570 | 7/6/99 | 7/6/05 | 7/6/09 |
| | 2,344,578 2,111,308 | 2,344,578 04/25/00 2,111,308 11/04/97 | 2,344,578 04/25/00 04/25/06 2,111,308 11/04/97 |

IV. Foreign Trademarks

| Country | T Political | Onje | s (contractor) - Algunia Pe | Refutur Giri | sicarty More |
|--|---------------------|----------------------------|--------------------------------|-----------------|--------------|
| Canada | CLINICAL COURIER | Synermed Communications | TMA603,564 | 03/01/04 | 03/01/19 |
| CTM (European Community Trademark) | CLINICAL COURIER | Synermed Communications | 2108140 | 07/31/02 | 02/14/11 |
| CTM (European Community Trademark) | CLINICIAN | Synermed Communications | 2108157 | 08/29/03 | 02/14/11 |

Trademark Assignment

NY1#3374388