

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

CONTINUING MEDICAL EDUCATION, INC.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (California)
- Other _____

Citizenship (see guidelines) California

Execution Date(s) June 30, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment (Redacted) Merger
- Security Agreement Change of Name
- Other **EXCERPTS FROM AGREEMENT ATTACHED

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CME LLC

Internal Address: _____

Street Address: 2801 MCGAW AVENUE

City: IRVINE

State: CA

Country: USA Zip: 92614

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship Delaware
- Corporation Citizenship _____
- Other Limited Liability Company Citizenship _____

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHMENT A ATTACHED

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: JOSEPH GEISMAN, ESQ.

Internal Address: c/o LOEB & LOEB LLP

Street Address: 10100 SANTA MONICA BLVD.
SUITE 2200

City: LOS ANGELES

State: CA Zip: 90067

Phone Number: 310 282 2079

Fax Number: 310 282 2200

Email Address: jgeisman@loeb.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 12-1820

Authorized User Name Loeb & Loeb LLP

9. Signature: Joseph Geisman

Signature

December 23, 2004

Date

JOSEPH GEISMAN

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CIH \$240.00 121820 78436743

Attachment A**CME LLC
(Assignment)**

TRADEMARK	Serial No. / Filing Date	Registration No. Reg. Date	Country
CMEDUCATOR	78/435,743 6/15/2004		USA
CME INFOSTORE	78/409,840 4/28/2004		USA
MEDINFOSOURCE	76/335,758 11/8/2001	2,677,141 1/21/2003	USA
MEDREACH	76/419,764 6/12/2002	2,832,759 4/13/2004	USA
MENTAL HEALTH INFOSOURCE	76/335,757 11/8/2001	2,680,322 1/28/2003	USA
NEUROINFOSOURCE	76/494,464 3/4/2003		USA
NEUROLOGYCME	76/494,463 3/4/2003		USA
U.S. GERIATRIC & LONG-TERM CARE CONGRESS	76/330,595 10/26/2001	2,837,439 4/27/2004	USA
U.S. PSYCHIATRIC & MENTAL HEALTH CONGRESS	76/331,009 10/26/2001	2,815,874 2/17/2004	USA

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement"), entered into as of June 30, 2004 (the "Contribution Date"), by and among Continuing Medical Education, Inc., a California corporation, ("CME") and CME LLC, a California limited liability company, ("LLC").

WHEREAS, CME desires to transfer substantially all of the assets used in its continuing medical education business (the "Business") including, among others, the assets described in Schedule 1 attached hereto (the "Assets") to LLC as a contribution to the capital of LLC and LLC has agreed to accept that contribution, subject to the terms and conditions of this Agreement; and

REDACTED

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

ARTICLE 1

CONTRIBUTION OF ASSETS

Section 1.01. Contribution of the Asset to LLC. Subject to the terms and conditions of this Agreement, on the Contribution Date, CME hereby assigns, transfers, and conveys to LLC as a capital contribution, all of LLC's right, title, and interest in and to the Assets.

REDACTED

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

CONTINUING MEDICAL EDUCATION, INC.



By: Annmarie Fowler
Title: Assistant Secretary

CMP HEALTHCARE MEDIA LLC



By: Scott Mozarsky
Title: Vice President