

TRADEMARK ASSIGNMENT

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
MEDQUEST COMMUNICATIONS LLC		01/05/2005	limited liability company: OHIO
RECEIVING PARTY DATA			
Name:	VENDOME GROUP, LLC		
Street Address:	50 Kennedy Plaza		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	limited liability company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1720270	NURSING HOMES LONG TERM CARE MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-353-6834		
Email:	clondon@edwardsangell.com		
Correspondent Name:	Christina London		
Address Line 1:	301 Tresser Boulevard		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Christina London		
Signature:	/christina london/		
Date:	02/10/2005		

CH \$40.00 1720270

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Assignment is made on this 5th day of January, 2005 (the "Trademark Assignment") between MEDQUEST COMMUNICATIONS LLC, an Ohio limited liability company with a principal place of business located on the 2nd floor of 3800 Lakeside Avenue, Suite 201, Cleveland, Ohio ("Assignor"), and VENDOME GROUP, LLC, a Delaware limited liability company with a principal place of business at c/o Providence Equity Partners, Inc., 50 Kennedy Plaza, Providence, Rhode Island ("Assignee").

WHEREAS, Assignor owns the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks (the "Trademarks"); and

WHEREAS, by an Asset Purchase Agreement, dated as of the date hereof by and among Assignor, Mark J. Goodman, Medquest Communications, Inc., Susan H. Goodman, Trustee of The S.H. Goodman Living Trust dated July 24, 1996, John H. Whaley III, John C. Guyot, David J. Goodman, Trustee under November 20, 1991 David J. Goodman Living Trust and Randall J. Goodman (the "Asset Purchase Agreement"), Assignor has sold the Assets (as defined in the Asset Purchase Agreement) to Assignee, and in connection therewith, Assignor has agreed to assign and Assignee has agreed to acquire, all Assignor's right, title and interest in and to the Trademarks.

NOW THEREFORE, in consideration for the sum of six dollars (\$6.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks, including the right to sue and collect damages for past infringement, together with the goodwill symbolized thereby, in the United States and throughout the world.

This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks, including, without limitation, all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and reasonably assist, at Assignee's expense, in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Delaware (without application of principles of conflicts of law).

This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

MEDQUEST COMMUNICATIONS LLC
("Assignor")

By: 
Name: Mark J. Goodman
Title: Manager

ACKNOWLEDGED AND ACCEPTED BY:

VENDOME GROUP, LLC
("Assignee")

By: _____
Name: Peter O. Wilde, Jr.
Title: Chairman

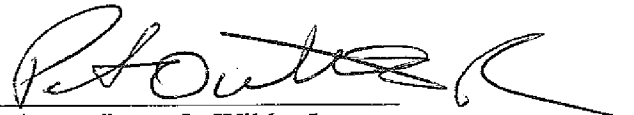
IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

MEDQUEST COMMUNICATIONS LLC
("Assignor")

By: _____
Name: Mark J. Goodman
Title: Manager

ACKNOWLEDGED AND ACCEPTED BY:

VENDOME GROUP, LLC
("Assignee")

By: 
Name: Peter O. Wilde, Jr.
Title: Chairman

SCHEDULE A

TRADEMARKS

Country	Trademark	Registered Owner	Reg. No/ (App. No)	Reg. Date/ (App. Date)
U.S.	NURSING HOMES LONG TERM CARE MANAGEMENT (Stylized)	Medquest Communications LLC	1,720,270	9/29/92
U.S.	HEALTHCARE DESIGN (Stylized)	Common law	N/A	N/A
U.S.	ENT EAR NOSE AND THROAT JOURNAL	Common law	N/A	N/A
U.S.	BEHAVIORAL HEALTH MANAGEMENT	Common law	N/A	N/A
U.S.	MEDQUEST COMMUNICATIONS	Common law	N/A	N/A
U.S.	DESIGN FOR SENIOR ENVIRONMENTS	Common law	N/A	N/A