

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
S.G. Madison & Associates, Inc.		12/01/2000	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	S.G. Madison & Associates, LLC		
Street Address:	1707 Market Place Blvd.		
Internal Address:	Suite 350		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2354760	THE CENTER FOR BIOMEDICAL CONTINUING EDUCATION	
Registration Number:	2431316	CBCE THE CENTER FOR BIOMEDICAL CONTINUING EDUCATION	
Registration Number:	2864367	WEB CME UNIVERSITY	
CORRESPONDENCE DATA			
Fax Number:	(614)464-2634		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(614) 462-5400		
Email:	trademarks@keglerbrown.com		
Correspondent Name:	Robert G. Schuler		
Address Line 1:	65 East State Street		
Address Line 2:	Suite 1800		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Robert G. Schuler		

CH \$90.00 2354760

Signature:	/RGS/
Date:	05/17/2005
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EXECUTED

ASSET PURCHASE AGREEMENT

among

S.G. MADISON & ASSOCIATES, INC.

GOLDSTAR PRODUCTIONS, INC.

FREEPORT TRAVEL SERVICES, INC.

STEPHEN G. MADISON

and

S.G. MADISON & ASSOCIATES, LLC

dated as of

December 1, 2000

30818.1/0317343 v9

TRADEMARK
REEL: 003086 FRAME: 0012

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Exhibits

- 1.12(a)(i) Opinion of Brewer, Brewer, Anthony & Middlebrook, P.C.
- 1.12(a)(ii) Employment/Consulting Agreement
- 1.12(a)(iii) Confidentiality Agreement and Covenant Against Unfair Competition
- 1.12(a)(iv) Escrow Agreement
- 1.12(a)(v) Bill of Sale
- 4(a) Employee Leasing Agreement

Schedules

- 1.2 Pro Forma Balance Sheets
- 1.5(a) Designated Personal Property
- 1.5(b) IP Rights
- 1.5(e) Assumed Contracts
- 1.6(c) Excluded Assets
- 1.10 Allocation of Consideration
- 2.1 Foreign Qualification
- 2.2 No Conflict
- 2.3 Securities Purchase rights
- 2.6(b) Personal Property Transfer
- 2.7 Undisclosed Liabilities
- 2.9 Employee Benefits
- 2.10 Legal Proceedings
- 2.11 Absence of Changes
- 2.12 Authorizations
- 2.13 Environmental Laws
- 2.15(a) Designated Contracts
- 2.15(b) Assignment of Contracts
- 2.17 Employee Information
- 2.19 Accounts Receivable
- 3.3 Consents and Approval (Purchaser)

Payments pursuant to this Section shall be payable in cash or immediately available funds on the second business day following delivery of the Closing Balance Sheets.

1.4. Escrow.

A total of [REDACTED] shall be deposited in Escrow at the Closing. The Escrow shall be retained by the escrow agent as provided in the Escrow Agreement until: (a) the ACCME and comparable accrediting bodies for nursing and pharmacy (collectively, the "Accrediting Agencies") affirm in writing the continued accreditation of the Business and the CBCE under the ownership of Purchaser; or (b) June 1, 2001 ("Accreditation Deadline"), whichever occurs first. If continued accreditation of the Business and CBCE under the ownership of Purchaser is affirmed by the Accrediting Agencies prior to the Accreditation Deadline, then the Escrow shall be distributed to Sellers upon Purchaser's receipt of the written affirmation of the Accrediting Agencies. If for any reason the accreditation of the Business and the CBCE is withdrawn, or is not re-affirmed by the Accrediting Agencies by the Accreditation Deadline, then the Escrow shall be returned to Purchaser.

1.5. Designated Assets.

Upon the terms and subject to the conditions set forth herein, Sellers agree to assign, transfer and deliver to Purchaser all of Sellers' right, title and interest in and to the Business, including, without limitation, in and to all of the assets, properties, rights, contracts and claims listed on the Closing Balance Sheets and any and all other assets, properties, rights, contracts and claims employed in the Business (except as otherwise set forth in Section 1.6 hereof), wherever located, whether tangible or intangible, as the same shall exist as of the Closing (such right, title and interests in and to all such assets, properties, rights, contracts and claims, being collectively referred to herein as, the "Designated Assets"). The Designated Assets shall include, without limitation, all of Sellers' right, title and interest in and to the assets, properties, rights, contracts and claims described in the following paragraphs (a) through (i):

- (a) all furnishings, furniture, fixtures, office supplies, vehicles, machinery, equipment, computers, telephone systems and other tangible personal property at the Designated Facilities, whether leased pursuant to the personal property leases (the "Personal Property Leases") listed on Schedule 1.5(a) (the "Leased Personal Property") or owned (the "Owned Personal Property") (the Leased Personal Property and the Owned Personal Property, collectively, the "Designated Personal Property");
- (b) the IP Rights listed on Schedule 1.5(b), including the names "S.G. Madison & Associates," "The Center for Biomedical Continuing Education," "CBCE," "Freeport Travel Services," "Goldstar Productions," and all derivatives of such names, all trademarks and trademark applications, and all web domain names owned or applied for, along with the rights to sue for, and remedies against, past, present and future infringements thereof, and rights of priority and protection of interests therein under applicable laws;

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

PURCHASER:

S.G. Madison & Associates, LLC

By: *R. Blane Walter*
R. Blane Walter, Chief Executive Officer

SELLERS:

S.G. Madison & Associates, Inc.

By: *SG Madison*
Stephen G. Madison, President

Freeport Travel Services, Inc.

By: *SG Madison*
Stephen G. Madison, President

Goldstar Productions, Inc.

By: *SG Madison*
Stephen G. Madison, President

SG Madison
Stephen G. Madison, as a Seller and individually

SOLELY AS TO ARTICLE 6:

Gerbig, Snell/Weisheimer & Associates, Inc.

By: *R. Blane Walter*
R. Blane Walter, President

SCHEDULE 1.5(b)
IP RIGHTS

TRADEMARKS

The Center for Biomedical Continuing Education

DOMAIN NAMES

Audiencelink.com
Audiencelink.net
Audiencepoll.com
Audiencepoll.net
Biooncologysymposia.com
Ceucore.com
Ceuforums.com
Ceuforrph.com
Cmeencore.com
Cmeformds.com
Cmeplaza.com
Dermatologylive.com
Freeportavservices.com
Freeporttravelservices.com
Goldstarproductions.com
Hematologyencore.com
Hematologylive.com
Hematologysymposia.com
Hivencore.com
Hivlive.com
Hivsymposia.com
Immunologyencore.com
Immunologysymposia.com
Mdsymposia.com
Mdwebcme.com
Medcomencore.com
Medcomlive.com
Nephrologylive.com
Oncologyencore.com
Oncologylive.com
Oncologypharmacylive.com
Oncologysymposia.com
Palliativecareencore.com
Palliativecarelive.com
Pharmacyceu.com
Rncontinuingeducation.com
Rneducation.com

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Rnstudy.com
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Rnwebceu.com
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Rphwebcell.com
Sgmadison.com
Speakercorps.com
Speakercorps.net
Supportivecareencore.com
Supportivecarelive.com
Symposiumencore.com
Telesessionencore.com
Thecbce.com
Urologylive.com
Webceuuniversity.com
Webceuuniversity.com
Webceuuniversity.com
Webtelesessions.com

TRADEMARK APPLICATIONS

Speaker Corps
Telesessions
HIV live
HIV Encore
Oncology live
Oncology Encore
Audience Poll
Web CE University
Web CME University
Symposium Encore
Oncology Nursing *live*
Supportive Care *live*
Supportive Care Encore
Hematology *live*
Immunology *live*

RECORDED: 05/17/2005

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