

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

CH \$90.00 2354760

Signature:	/RGS/
Date:	05/17/2005
<b>Total Attachments: 8</b> source=Asset Purch AGR#page1.tif source=Asset Purch AGR#page2.tif source=Asset Purch AGR#page3.tif source=Asset Purch AGR#page4.tif source=Asset Purch AGR#page5.tif source=Asset Purch AGR#page6.tif source=Asset Purch AGR#page7.tif source=Asset Purch AGR#page8.tif	

**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  
Rnsymposia.com  
Rnwebceu.com  
Rphceu.com  
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Rphsymposia.com  
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

TRADEMARK  
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