

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
Manisses Communications Group, Inc.		08/31/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Vendome Medquest, LLC		
Street Address:	149 5th Aveue		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Limited liability company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2793325	ADDICTION PROFESSIONAL	
CORRESPONDENCE DATA			
Fax Number:	(888)325-9188		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4012766629		
Email:	trademark@edwardsangell.com		
Correspondent Name:	Efrosyni Iosiphidis		
Address Line 1:	PO Box 55874		
Address Line 4:	BOSTON, MASSACHUSETTS 02205		
NAME OF SUBMITTER:	Katherine M. Whalen		
Signature:	/Katherine M. Whalen/		
Date:	09/07/2005		

CH \$40.00 2793325

Total Attachments: 5

source=manisses#page1.tif

source=manisses#page2.tif

source=manisses#page3.tif

source=manisses#page4.tif

source=manisses#page5.tif

TRADEMARK ASSIGNMENT

This Assignment is made on this 31st day of August, 2005 (the "Trademark Assignment") between MANISSES COMMUNICATIONS GROUP, INC., a Delaware corporation with a principal place of business located at 208 Governor Street, Providence, Rhode Island ("Assignor"), and VENDOME MEDQUEST, LLC, a Delaware limited liability company with a principal place of business at 149 5th Avenue, 10th Floor, New York, New York 10010 ("Assignee").

WHEREAS, Assignor owns the trademark 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 between Assignor and Assignee (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, for 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 throughout the world, including all applications therefor and all goodwill pertaining thereto, the portion of the business of Assignor to which any intent-to-use application pertains to, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

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 record 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.

MANISSES COMMUNICATIONS GROUP, INC.
("Assignor")

By: 

Name: Fraser A. Lang
Title: President

ACKNOWLEDGED AND ACCEPTED BY:

VENDOME MEDQUEST, LLC
("Assignee")

By: _____

Name:
Title:

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

MANISSES COMMUNICATIONS GROUP, INC.
("Assignor")

By: _____
Name: Fraser A. Lang
Title: President

ACKNOWLEDGED AND ACCEPTED BY:

VENDOME MEDQUEST, LLC
("Assignee")

By: *Jane Butler*
Name: *JANE BUTLER*
Title: *CEO*

SCHEDULE A
TRADEMARKS

Country	Trademark	Registered Owner	Reg. No/ (App. No)	Reg. Date/ (App. Date)
U.S.	ADDICTION PROFESSIONAL	Manisses Communications Group, Inc.	2,793,325	December 9, 2003