

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
Jobson Publishing L.L.C.		05/23/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Jobson Publishing Acquisition, LLC
Street Address:	405 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1082467	20/20
Registration Number:	2386541	BREATHE WELL
Registration Number:	2157893	CLINICIAN NEWS
Registration Number:	1760819	CLINICIAN REVIEWS
Registration Number:	2012890	NEUROLOGY REVIEWS
Registration Number:	2205697	OPTISTOCK
Registration Number:	1983165	PULMONARY REVIEWS
Registration Number:	2051690	RESPIRATORY REVIEWS
Registration Number:	2915581	REVIEW OF CONTACT LENSES
Registration Number:	2927516	REVIEW OF OPTOMETRY
Registration Number:	2915580	REVIEW OF REFRACTIVE SURGERY
Registration Number:	2199710	WOMEN'S HEALTH IN PRIMARY CARE
Registration Number:	2593240	WOMEN'S HEALTH IN PRIMARY CARE GYNECOLOGY EDITION

OP \$490.00 1082467

Registration Number:	2515946	WOMEN'S HEALTH ORTHOPEDIC EDITION
Serial Number:	78629746	JOBSON
Serial Number:	78612675	REVIEW OF OPHTHALMOLOGY
Serial Number:	78614791	U.S. PHARMACIST
Serial Number:	78611664	VISION MONDAY
Serial Number:	78620895	VMAIL

CORRESPONDENCE DATA

Fax Number: (919)781-4865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 919-781-4000
Email: rjones@wyrick.com
Correspondent Name: Robert T. Jones, Jr., Paralegal
Address Line 1: 4101 Lake Boone Trail
Address Line 2: Suite 300
Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	17541.03
NAME OF SUBMITTER:	Robert T. Jones, Jr., Paralegal
Signature:	/rtj/
Date:	10/04/2005

Total Attachments: 5
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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY ("Assignment and Assumption of Intellectual Property") is made and effective this the 23rd day of May 2005 by JOBSON PUBLISHING L.L.C., a Delaware limited liability company ("Assignor") in favor of JOBSON PUBLISHING ACQUISITION, LLC, a Delaware limited liability company ("Assignee"), pursuant to the terms and provisions of the Asset Purchase Agreement dated as of April 1, 2005 (as amended from time to time, the "Purchase Agreement") by, between and among Assignor, Assignee and other parties listed on the signature pages thereto. Capitalized terms used in this Assignment and Assumption of Intellectual Property that are defined in the Purchase Agreement shall have the meanings ascribed to them in the Purchase Agreement unless otherwise defined in this Assignment and Assumption of Intellectual Property.

WHEREAS, pursuant the Purchase Agreement, Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and accept from Assignor, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of all Assignor's right, title and interest in and to the Company Intellectual Property.

WHEREAS, the Company Intellectual Property includes, among other things, those registered items of Company Intellectual Property and those trademark applications set forth on Annex "A" hereto (the "Listed Company Intellectual Property").

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the premises, and for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, and Assignee does hereby accept and assume, all of Assignor's right, title and interest in and to the Listed Company Intellectual Property.
2. Purchase Agreement. This Assignment and Assumption of Intellectual Property is subject in all respects to the terms and conditions of the Purchase Agreement and does not (i) create any additional obligations, covenants, agreements, representations or warranties or alter, amend or supersede any of the obligations, covenants, agreements, representations or warranties of Assignee or Assignors contained in the Purchase Agreement or (ii) expand upon or limit the respective rights, benefits, responsibilities and obligations of Assignee and Assignors provided in or under the Purchase Agreement.
3. Governing Law. This Assignment and Assumption of Intellectual Property shall be construed and interpreted in accordance with the laws of the State of New York applicable to agreements executed and to be performed solely within such State and without reference to any choice of law principle, provision or law, including, without limitation, as to all matters of construction, validity, enforceability and performance.
4. Further Assurances. Assignor agrees from time to time, upon the request of Assignee, to execute, acknowledge and deliver all such further instruments or perform all such further acts as may be reasonably necessary or desirable, in the reasonable opinion of counsel for Assignee, in connection with the sale, assignment, conveyance, transfer and delivery of the Listed Company Intellectual Property as provided herein and in the Purchase Agreement. Assignee agrees from time

to time, upon the request of Assignor, to execute, acknowledge and deliver all such further instruments or perform all such further acts as may be reasonably necessary or desirable, in the reasonable opinion of counsel for Assignor, in connection with the sale, assignment, conveyance, transfer and delivery of the Listed Company Intellectual Property as provided herein and in the Purchase Agreement.

5. Benefit. This Assignment and Assumption of Intellectual Property is intended solely to benefit the parties and shall not create any liabilities or obligations to any other Person or expand any liabilities to any other Person.

6. Counterparts. This Assignment and Assumption of Intellectual Property may be executed in several counterparts, and all counterparts so executed shall constitute one agreement, binding on the parties hereto, notwithstanding that such parties are not signatory to the same counterpart. This Assignment and Assumption of Intellectual Property may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via e-mail, and any such counterpart executed and delivered via facsimile transmission or via e-mail shall be deemed an original for all intents and purposes.

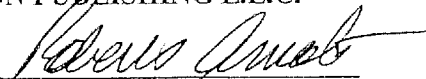
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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment and Assumption of Intellectual Property as of the date first above written.

ASSIGNOR:

JOBSON PUBLISHING L.L.C.

By: 

Name: Robert S. Amato

Title: President

ASSIGNEE:

JOBSON PUBLISHING ACQUISITION, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment and Assumption of Intellectual Property as of the date first above written.

ASSIGNOR:

JOBSON PUBLISHING L.L.C.

By: _____
Name: Robert S. Amato
Title: President

ASSIGNEE:

JOBSON PUBLISHING ACQUISITION, LLC

By: ME Gormley III
Name: Matthew E. Gormley III
Title: President

Annex A

Listed Company Intellectual Property

Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
20/20 and design	1,082,467	1/17/1978
BREATHE WELL	2,386,541	9/12/2000
CLINICIAN NEWS	2,157,893	3/23/1993
CLINICIAN REVIEWS	1,760,819 (Supp.)	3/23/1993
NEUROLOGY REVIEWS	2,012,890 (Supp.)	10/29/1996
OPTISTOCK	2,205,697	11/25/1998
PULMONARY REVIEWS	1,983,165 (Supp.)	3/21/1996
RESPIRATORY REVIEWS	2,051,690	11/18/1996
REVIEW OF CONTACT LENSES	2,915,581	1/4/2005
REVIEW OF OPTOMETRY	2,927,516	2/22/2005
REVIEW OF REFRACTIVE SURGERY	2,915,580	1/4/2005
WOMEN'S HEALTH IN PRIMARY CARE	2,199,710	10/27/1998
WOMEN'S HEALTH IN PRIMARY CARE – GYNECOLOGY EDITION	2,593,240 (Supp.)	7/9/2002
WOMEN'S HEALTH ORTHOPEDIC EDITION	2,515,946 (Supp.)	12/4/2001

Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Date Filed</u>
JOBSON	78/629746	5/13/2005
REVIEW OF OPHTHALMOLOGY	78/612675	4/20/2005
U.S. PHARMACIST	78/614791	4/22/2005
VISION MONDAY	78/611664	4/19/2005
VMAIL	78/620895	5/2/2005