### 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
VIVENDI UNIVERSAL HEALTH		06/26/2002	CORPORATION: FRANCE

### **RECEIVING PARTY DATA**

Name:	MEDIMEDIA USA, INC.
Street Address:	780 Township Line Road
City:	Yardley
State/Country:	PENNSYLVANIA
Postal Code:	19067
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1950056	MEDI MEDIA

### **CORRESPONDENCE DATA**

Fax Number: (214)969-4343

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2149694214

Email: trademarkdallas@akingump.com

Correspondent Name: John Cone Akin Gump Strauss Hauer & Feld

Address Line 1: P.O. Box 688

Address Line 4: Dallas, TEXAS 75313-0688

ATTORNEY DOCKET NUMBER:	682763-0001-
NAME OF SUBMITTER:	John M. Cone
Signature:	/johnmcone/
Date:	11/29/2005

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# Dated 26 June 2002

VIVENDI UNIVERSAL HEALTH S.A.

 $\sim$  and  $\sim$ 

MEDIMEDIA USA, Inc.

Deed of Sale Non UK Trade Marks

THIS DEED OF SALE is dated the 25 th day of June 2002 BETWEEN:-

- (1) VIVENDI UNIVERSAL HEALTH S.A. (previously HAVAS MEDIMEDIA S.A. and previously MARTORY S.A.) of 31 rue du Colisee 75383 Paris, France ("the Assignor") and
- (2) MEDIMEDIA USA, Inc. of 1209 Orange St., Wilmington, Delaware, USA ("the Assignee")

### WHEREAS:-

- (A) The Assignor is the beneficial owner of all right, title and interest in the Trade Marks brief particulars whereof are set out in the schedule hereto ("the Trade Marks" hereinafter)
- (B) The Assignor has agreed to assign all such right, title and interest to the Assignee for the consideration hereinafter appearing.
- (C) The Assignee is a company of which the Assignor owns a majority of the issued share capital.

## NOW IT IS HEREBY AGREED AS FOLLOWS:-

- (i) IN CONSIDERATION OF the payment of € 13,703.45 (thirteen thousand seven hundred and three Euro and 45 cents) by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee all right, title and interest in and to the Trade Marks together with only so much of the goodwill of the business in the goods and services for which the said Trade Marks are registered as is concerned with the use of the Trade Marks in respect thereof, including the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof to hold unto the Assignor absolutely.
- (ii) The Assignor further covenants that for a period of one year from the date hereof it will at the written request and at the cost of the Assignee perform

all acts and execute all such documents as the Assignee may reasonably require to secure the vesting in the Assignee of all rights, title and interest assigned to the Assignee hereunder or otherwise to give full effect to this Deed of Sale.

### **GOVERNING LAW**

This Deed of Sale shall be governed by and construed in accordance with French law and the parties hereto submit to the exclusive jurisdiction of the French Courts in relation to all matters arising out of the Deed of Sale.

## THE SCHEDULE

TRADE MARK	COUNTR	RY REGISTRATION
MEDIMEDIA & Man Device		<u>NO.</u>
MEDIMEDIA & Man Device	Argentina	2302644
MEDIMEDIA & Man Device	Australia	599470
MIMS	Australia	604392
MMI & Man Device	Australia	575222
MEDIMEDIA & Man Device	Benelux	532638
MEDIMEDIA & Man Device	Benelux	534462
MEDIMEDIA & Man Device	Benelux	584039
MEDIMEDIA & Man Device  MEDIMEDIA & Man Device	China	740273MP
MEDIMEDIA & Man Device  MEDIMEDIA & Man Device	Colombia	96608
MEDIMEDIA & Man Device	European	387373
MMI & Man Device	Community	,
MédiMédia	France	93/462868
MEID-MEDIA	France	92/444649
	France	96/626180
MMI EDITIONS and Logo	France	98/714447
MMI Editions – Medical Marketing	France	98/714447
International and Logo		
MMI Medical Marketing International and Logo	France	97/706449
MMI MEDICAL MARKET		
MMI MEDICAL MARKETING INVESTMENT	France	93/473692
MMI & Man Device ATMEDICA	France	93/47,3691
ATMEDICA	Czech	741759MP
MMI 0 M D	Republic	
MMI & Man Device	Germany	2055170
MEDIMEDIA & Man Device	Hong Kong	1733
ATMEDICA	Hungary	741759MP
MEDIMEDIA & Man Device	Hungary	740273MP
MEDIMEDIA & Man Device	Indonesia	DOO-200100707-707
MEDIMEDIA & Man Device	Korea	740273MP
MEDIMEDIA & Man Device	Malaysia	2000/17223
MEDIMEDIA & Man Device	Mexico	434479
MEDIMEDIA & Man Device	Myanmar	7,57475
MEDIMEDIA & Man Device	New	225981
	Zealand	223981
TMEDICA	Poland	741750MD
MEDIMEDIA & Man Device	Poland	741759MP
MEDIMEDIA & Man Device	Portugal	740273MP 290871

TRADE MARK	<b>COUNTRY</b>	REGISTRATION
ATMEDICA		NO.
	Russia	741759MP
MEDIMEDIA & Man Device	Russia	740273MP
MEDIMEDIA & Man Device	Singapore	2477/93
MEDIMEDIA & Man Device	Spain	1783308
ATMEDICA	Switzerland	741759MP
MEDIMEDIA & Man Device	Switzerland	407896
MEDIMEDIA & Man Device	Thailand	21414Kor
MEDIMEDIA & Man Device	USA	1950056
ATMEDICA	European	001619568
	Community	001019308
ATMEDICA	Benelux	0674222
ATMEDICA		0674322
ARTEMEDICA	France	99822755
	France	98749350

IN WITNESS whereof the Parties hereto have entered into this Deed the day and year first above written.

Signed as a Deed by

VIVENDI UNIVERSAL HEALTH S.A.

Signed as a Deed by

MEDIMEDIA USA, Inc.

TRADEMARK REEL: 003200 FRAME: 0769

**RECORDED: 11/29/2005**