

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
DesignWrite, Inc.		04/08/2005	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	DesignWrite Acquisition, LLC
Street Address:	175 Wall Street
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08540
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	PharmaWrite Acquisition, LLC
Street Address:	152 Wall Street
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08540
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2322823	DESIGNWRITE
Registration Number:	2483058	PILSOFT

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

OP \$65.00 2322823

Address Line 1: 4101 Lake Boone Trail
Address Line 2: Suite 300
Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	17948.09
NAME OF SUBMITTER:	Robert T. Jones, Jr.
Signature:	/rtj/
Date:	03/20/2006

Total Attachments: 7

source=DesignWriteAssignSDOC9177#page1.tif
source=DesignWriteAssignSDOC9177#page2.tif
source=DesignWriteAssignSDOC9177#page3.tif
source=DesignWriteAssignSDOC9177#page4.tif
source=DesignWriteAssignSDOC9177#page5.tif
source=DesignWriteAssignSDOC9177#page6.tif
source=DesignWriteAssignSDOC9177#page7.tif

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS is made this ^{8th} day of April 2005, by DESIGNWRITE, INC., A New Jersey corporation ("DesignWrite") and PHARMAWRITE, LLC, a New Jersey limited liability company ("PharmaWrite", and together with DesignWrite, "Seller"), in favor of DESIGNWRITE ACQUISITION, LLC, a Delaware limited liability company ("DesignWrite Buyer") and PHARMAWRITE ACQUISITION, LLC ("PharmaWrite Buyer" and together with DesignWrite Buyer, "Buyer").

WHEREAS, Buyer, Seller and all of the shareholders and members of Seller (collectively, the "Owners"), have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, Seller owns those trademarks and service marks set forth on Exhibit A attached hereto (the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to assign all of its rights, title and interests in and to the Marks to Buyer, and Buyer has agreed to accept such assignment.

NOW THEREFORE, pursuant to the Purchase Agreement and in consideration of the premises, and for good and valuable consideration paid by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

SECTION 1. Assignment. Seller hereby transfers and assigns to Buyer all Seller's right, title and interest in and to the Marks, together with all of the goodwill associated with the business of Seller relating to the foregoing Marks, and together with any and all rights and claims deriving from the foregoing.

SECTION 2. The Purchase Agreement. This Assignment of Trademarks and Service Marks is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Assignment of Trademarks and Service Marks shall be deemed to supersede any of the obligations, agreements, covenants or warranties of Seller, the Owners or Buyer contained in the Purchase Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

SECTION 3. Further Assurances. Seller agrees from time to time, upon the request of Buyer, 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 Buyer, in connection with the assignment of the Marks as provided herein.

SECTION 4. Benefit. This Assignment of Trademarks and Service Marks 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.

SECTION 5. Governing Law. This Assignment of Trademarks and Service Marks shall be construed and interpreted according to the laws of the State of New Jersey, without regard to the conflict of law principles thereof.

SECTION 6. Counterparts. This Assignment of Trademarks and Service Marks may be signed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

* * * * *

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK - THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademarks and Service Marks on the date first above written.

SELLER:

DESIGNWRITE, INC.

By: *Matthew A. Leo*
Name: MATTHEW A. LEO
Title: PRESIDENT

Attest: *[Signature]*
Its: _____

~~Notary Public
My Commission Expires: _____
(notary seal)~~

PHARMAWRITE, I.L.C

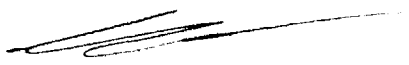
By: *Linda B. Sullivan*
Name: LINDA B SULLIVAN
Title: Manager

Attest: *[Signature]*
Its: _____

~~Notary Public
My Commission Expires: _____
(notary seal)~~

STATE OF Connecticut)
)ss Greenwich
COUNTY OF Fairfield)


The foregoing Assignment of Trademarks and Service Marks was acknowledged before me this 7th day of April 2005, by Mitchell Leon who being duly sworn, did say that he is the President of DesignWrite, Inc., a New Jersey corporation, and has executed this Assignment of Trademarks and Service Marks on behalf of such corporation.



Notary Public Comm. of the
Superior Court
My commission expires: _____

STATE OF Connecticut)
)ss Greenwich
COUNTY OF Fairfield)

The foregoing Assignment of Trademarks and Service Marks was acknowledged before me this 7th day of April 2005, by Linda B. Sullivan who being duly sworn, did say that she is the manager of PharmaWrite, LLC, a New Jersey limited liability company, and has executed this Assignment of Trademarks and Service Marks on behalf of such limited liability company.



Notary Public Comm. of the
Superior Court
My commission expires: _____

BUYER:

DESIGNWRITE ACQUISITION, LLC

By: ME Gormly III

Name: Matthew E. Gormly III

Title: President

Attest: [Signature]

Its: Assistant Secretary

[Signature]
Notary Public

My Commission Expires: 1-20-2008

(notary seal)

ZITA ZENDA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01-ZE6104529
Qualified in New York County
Commission Expires January 20, 2008

PHARMAWRITE ACQUISITION, LLC

By: ME Gormly III

Name: Matthew E. Gormly III

Title: President

Attest: [Signature]

Its: Assistant Secretary

[Signature]
Notary Public


My Commission Expires: 1-20-2008

(notary seal)

ZITA ZENDA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01-ZE6104529
Qualified in New York County
Commission Expires January 20, 2008

STATE OF New York)
)SS
COUNTY OF New York)

The foregoing Assignment of Trademarks and Service Marks was acknowledged before me this 11th day of April 2005, by Matthew E. Gormly III, who being duly sworn, did say that he is the President of DesignWrite Acquisition, LLC, a Delaware limited liability company, and has executed this Assignment of Trademarks and Service Marks on behalf of such limited liability company.



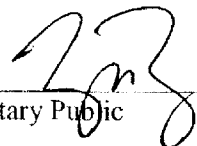
Notary Public

My commission expires: 1-20-2008

STATE OF New York)
)SS
COUNTY OF New York)

ZITA ZENDA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01-ZE6104529
Qualified in New York County
Commission Expires January 20, 2008

The foregoing Assignment of Trademarks and Service Marks was acknowledged before me this 11th day of April 2005, by Matthew E. Gormly III, who being duly sworn, did say that he is the President of PharmaWrite Acquisition, LLC, a Delaware limited liability company, and has executed this Assignment of Trademarks and Service Marks on behalf of such limited liability company.



Notary Public

My commission expires: 1-20-2008

ZITA ZENDA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01-ZE6104529
Qualified in New York County
Commission Expires January 20, 2008

EXHIBIT A

MARKS

- US Trademark/Service Mark Registration for 'DesignWrite' (Exp. 2/28/06)
- US Trademark/Service Mark Registration for 'Pilsoft' (Exp. 8/26/07)