

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
Rogers U.S. Publishing, Inc.		03/15/2007	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Intellisphere, LLC		
Street Address:	666 Plainsboro Road, Bldg. 300		
City:	Plainsboro		
State/Country:	NEW JERSEY		
Postal Code:	08536		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1729311	PHYSICIANS FINANCIAL NEWS	
Registration Number:	2664048	PHYSICIANS FINANCIAL NEWS	
CORRESPONDENCE DATA			
Fax Number:	(973)848-4001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-848-4150		
Email:	nytrademarks@klgates.com		
Correspondent Name:	Kirkpatrick Lockhart Preston Gates Ellis		
Address Line 1:	One Newark Center, 10th Floor		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	1303190.0101		
NAME OF SUBMITTER:	Frank L. Politano		
Signature:	/Frank L. Politano/		

OP \$65.00 1729311

Date:

04/23/2007

Total Attachments: 11

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**TRADEMARK, TRADE DRESS AND DOMAIN NAME
ASSIGNMENT AGREEMENT**

AGREEMENT dated this 15th of March 2007 by and between Rogers U.S. Publishing, Inc., 261 Fifth Avenue, New York, New York 10016 for itself and its affiliated and related companies ("Rogers") and Intellisphere, LLC, 666 Plainsboro Road, Building 300, Plainsboro, New Jersey 08536 ("Intellisphere").

WHEREAS, Rogers owns and it and/or its predecessor have used in its business in the United States the trademark PHYSICIANS FINANCIAL NEWS for newspapers and guidebooks directed to the medical profession; and

WHEREAS, Rogers owns the following U.S. Trademark Registrations for PHYSICIANS FINANCIAL NEWS:

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
PHYSICIANS FINANCIAL NEWS	1,729,311	11/03/1992
PHYSICIANS FINANCIAL NEWS	2,664,048	12/17/2002

WHEREAS, Rogers Publishing Limited ("RPL"), owns the domain name <physiciansfinancialnews.com>; and

WHEREAS, Intellisphere wishes to acquire the entire rights, title and interest in and to the said PHYSICIANS FINANCIAL NEWS trademarks, trademark registrations, common law rights, related trade dress, and the domain name <physiciansfinancialnews.com>, the goodwill of the business connected therewith in the United States and its Territories; and

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Rogers and Intellisphere agree as follows:

1. Rogers assigns all rights, title and interest in and to the PHYSICIANS FINANCIAL NEWS name and mark, all common law rights, related goodwill and trade dress, and any registrations of PHYSICIANS FINANCIAL NEWS to Intellisphere in the United States

and its Territories. Rogers shall, promptly after the execution of this Agreement, execute or cause to be executed the following:

a) A Confirmatory Trademark Assignment executed by or on behalf of Rogers's predecessor in interest, Physicians Financial News Publishing, Inc., shown substantially in the form attached hereto as Exhibit A.

b) A Trademark Assignment shown substantially in the form attached hereto as Exhibit B.

c) A Domain Name Assignment executed by Rogers's related company, RPL, shown substantially in the form attached hereto as Exhibit C.

2. Without making any representations as to ownership of copyright in any past editions, Rogers shall not assert any claim, demand, cause of action, suit, complaint, proceeding or any other threat or impediment to Intellisphere's use, reproduction, distribution, alteration, performance and display in the United States of any works of authorship expressed in all past editions of PHYSICIANS FINANCIAL NEWS. Rogers notes that other parties do have copyright rights in portions of past editions of PHYSICIANS FINANCIAL NEWS.

3. Promptly after the execution of this Agreement, Rogers shall, at Intellisphere's request, deliver to Intellisphere photocopies of all back editions of PHYSICIANS FINANCIAL NEWS which it has in its possession, custody and control, along with a representative sampling of archival copies of original editions of PHYSICIANS FINANCIAL NEWS to the extent available. Currently, Rogers has the January to August 2004 editions. Such copies shall be delivered to: c/o Michael J. Hennessy, Intellisphere, LLC, 666 Plainsboro Road, Bldg. 300, Plainsboro, New Jersey 08536. Rogers shall also promptly deliver to Mr. Hennessy the mailing list that was used for PHYSICIANS FINANCIAL NEWS and the name of the printer.

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4. Rogers hereby transfers to Intellisphere all common law rights in and to the goodwill of the business represented by the trade dress expressed on the masthead of PHYSICIANS FINANCIAL NEWS in the United States and its Territories.

5. Promptly after the execution of this Agreement, and in complete consideration of all the rights granted herein, Intellisphere shall pay Rogers twenty-five thousand U.S. dollars (\$25,000.00) by wiring it to Rogers's account as directed by Rogers:

[Intentionally Left Blank]

6. Each of the parties will, upon the reasonable request of the other, promptly make, do, execute, or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

7. Rogers represents and warrants that:

(a) It is the sole owner of all rights, title and interest in and to the property being transferred to Intellisphere, namely the PHYSICIANS FINANCIAL NEWS name, trademark, trademark registrations, common law rights, trade dress and related goodwill and the <physiciansfinancialnews.com> domain name in the United States and its Territories (the "Assigned Properties"); and

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(b) Rogers has not, to the best of its knowledge and belief, received any claim, demand, cause of action, suit, complaint, proceeding or other threat or impediment to its use, registration or transfer of the Assigned Properties; and

(c) Rogers has the right, on its own behalf, or on behalf of its affiliates or related companies, to assign, sell, transfer and convey the Assigned Properties to Intellisphere and to enter into this Agreement; and

(d) Rogers has the right to make the covenant not to sue set forth in Section 2 of this Agreement.

8. (a) This Agreement will inure to the benefit of and be binding upon the parties and their respective related companies, affiliates, successors, heirs and assigns.

(b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes and replaces any agreements or undertakings regarding the subject matter of this Agreement entered into, made or given by the parties prior to the effective date of this Agreement.

(c) If any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severable from this Agreement and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.

(d) Any alteration or amendment to the terms and conditions of this Agreement or any other agreement relating to the subject matter of this Agreement must be in writing and duly executed by the parties.

(e) This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.

(f) Intellisphere may commence use of PHYSICIANS FINANCIAL NEWS immediately upon execution of this Agreement and successful delivery of wiring instructions to Intellisphere's bank and prior to formal execution of the Exhibits to this Agreement.

(g) Rogers shall not assert any claim, demand, cause of action, suit, complaint, proceeding or other threat or impediment to Intellisphere's use in connection with Intellisphere's use of the Assigned Properties on internet websites in the United States with the understanding that there may be some minimal spillover access or use in Canada and with the further understanding that Intellisphere will exercise its best efforts at all times to ensure that spillover is minimal.

(h) Rogers expressly retains all rights, title and interest in and to the PHYSICIANS FINANCIAL names, trademarks, trademark registrations, common law rights, trade dress and related goodwill in Canada, including but not limited to PHYSICIANS FINANCIAL NEWS, PHYSICIANS FINANCIAL LETTER, as well as various domain name registrations at .ca and .net (the "Canadian Properties").

(i) Intellisphere shall not assert any claim, demand, cause of action, suit, complaint, proceeding or other threat or impediment to Rogers's use in connection with Rogers's use of the Canadian Properties on internet websites in Canada with the understanding that there may be some minimal spillover access or use in the United States and with the further understanding that Rogers will exercise its best efforts at all times to ensure that spillover is minimal.

(j) Both parties shall abide by all laws, rules and regulations relating to the use of their respective marks.

(k) The parties do not contemplate any likelihood of confusion, but if such confusion occurs they will work together in good faith to minimize any actual confusion.

9. This Agreement shall be governed by and construed and interpreted in accordance with the internal, substantive laws of the State of New York, United States of America, for agreements to be wholly performed therein, without regard to New York's] choice of law principles, and the federal and state courts of the State of New York shall have exclusive jurisdiction of any claim, demand, cause of action, suit, complaint or proceeding that can be adjudicated by a court pursuant to this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first below written.

ROGERS U.S. PUBLISHING, INC.

Signature: [Signature]
Name: JOHN MILNE
Title: SR VP
Date: MAR 15/07

Signature: [Signature]
Name: BRIAN SIGOL
Title: VP
Date: MAR 15/07

INTELLISPHERE, LLC

Signature: [Signature]
Name: MICHAEL J. HENNESSY
Title: CEO
Date: 3-15-07

EXHIBIT A

CONFIRMATORY TRADEMARK ASSIGNMENT

WHEREAS, PFN PUBLISHING, INC., a New Jersey Corporation with a current business address of One Harmon Meadow Boulevard, Secaucus, New Jersey 07094 herein below called "Assignor", owns and has used in its business the trademark PHYSICIANS FINANCIAL NEWS for guidebooks directed to medical professionals on a variety topics and owns the following trademark registration:

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
PHYSICIANS FINANCIAL NEWS	2,664,048	12/17/2002

; and

WHEREAS, ROGERS U.S. PUBLISHING, INC., a New Jersey Corporation with a current business address of One Harmon Meadow Boulevard, Secaucus, New Jersey 07094, herein below called "Assignee", is desirous of confirming it has acquired the entire worldwide right, title and interest in and to the said trademark, trademark registration and in and to any registrations, renewals and extensions that may be granted thereon, together with all common law rights and the goodwill of the business connected therewith;

THEREFORE, BE IT KNOWN that for good and valuable consideration, the receipt of and adequacy of which are hereby acknowledged, said Assignor confirms that it has transferred conveyed and assigned and by these presents does hereby transfer, convey and assign unto the said Assignee, its successors or assigns, the entire worldwide right, title and interest in and to the said trademark, trademark registration and any renewals and extensions that may be granted thereon, together with all common law rights and the goodwill of the business connected therewith and any right to recover for past infringement thereof.

PFN PUBLISHING, INC.

By: [Signature]
Print Name: John Miloe
Title: SVP
Date: March 19/07

By: [Signature]
Print Name: GRIAN SEGAL
Title: PRESIDENT & CEO
Date: MARCH 19/07

EXHIBIT B

TRADEMARK ASSIGNMENT

WHEREAS, ROGERS U.S. PUBLISHING, INC., a New Jersey Corporation with a current business address of One Harmon Meadow Boulevard, Secaucus, New Jersey 07094 hereinbelow called "Assignor", owns and has used in its business the trademark PHYSICIANS FINANCIAL NEWS for newspapers and guidebooks directed to the medical profession and owns the following trademark registrations:

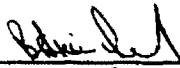
<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
PHYSICIANS FINANCIAL NEWS	1,729,311	11/03/1992
PHYSICIANS FINANCIAL NEWS	2,664,048	12/17/2002

;and

WHEREAS, INTELLISPHERE, LLC, is a limited liability company organized and existing under the laws of Delaware and having a place of business at 666 Plainsboro Road, Building 300, Plainsboro, New Jersey 08536, hereinbelow called "Assignee", is desirous of acquiring the entire right, title and interest in and to the said trademarks, trademark registrations, renewals and extensions that may be granted thereon, together with all common law rights and the goodwill of the business connected therewith in the United States and its Territories; and

THEREFORE, BE IT KNOWN that for good and valuable consideration, the receipt of and adequacy of which are hereby acknowledged, said Assignor hereby sells, assigns, and transfers unto the said Assignee, its successors or assigns, the entire right, title and interest in and to the said trademarks, trademark registrations, renewals and extensions that may be granted thereon, together with all common law rights and the goodwill of the business connected therewith and any right to recover for past infringement thereof in the United States and its Territories.

ROGERS U.S. PUBLISHING, INC.

By: 
 Print Name: BRIAN SEGAL
 Title: PRESIDENT + CEO
 Date: MARCH 16 107

By: _____
 Print Name: _____
 Title: _____
 Date: _____



EXHIBIT B

TRADEMARK ASSIGNMENT

WHEREAS, **ROGERS U.S. PUBLISHING, INC.**, a New Jersey Corporation with a current business address of One Harmon Meadow Boulevard, Secaucus, New Jersey 07094 hereinbelow called "Assignor", owns and has used in its business the trademark **PHYSICIANS FINANCIAL NEWS** for newspapers and guidebooks directed to the medical profession and owns the following trademark registrations:

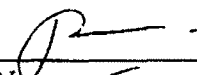
<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
PHYSICIANS FINANCIAL NEWS	1,729,311	11/03/1992
PHYSICIANS FINANCIAL NEWS	2,664,048	12/17/2002

;and

WHEREAS, **INTELLISPHERE, LLC**, is a limited liability company organized and existing under the laws of Delaware and having a place of business at 666 Plainsboro Road, Building 300, Plainsboro, New Jersey 08536, hereinbelow called "Assignee", is desirous of acquiring the entire right, title and interest in and to the said trademarks, trademark registrations, renewals and extensions that may be granted thereon, together with all common law rights and the goodwill of the business connected therewith in the United States and its Territories; and

THEREFORE, BE IT KNOWN that for good and valuable consideration, the receipt of and adequacy of which are hereby acknowledged, said Assignor hereby sells, assigns, and transfers unto the said Assignee, its successors or assigns, the entire right, title and interest in and to the said trademarks, trademark registrations, renewals and extensions that may be granted thereon, together with all common law rights and the goodwill of the business connected therewith and any right to recover for past infringement thereof in the United States and its Territories.

ROGERS U.S. PUBLISHING, INC.

By: 
Print Name: JOHN MILNE
Title: SR VP
Date: MAR 15/07.

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT C

DOMAIN NAME ASSIGNMENT

WHEREAS, **ROGERS PUBLISHING LIMITED**, a Canadian Corporation with a current business address of 333 Bloor Street East, 9th Floor, Toronto, Ontario M4W 1G9 hereinbelow called "Assignor", owns and has acquired certain rights in the <physiciansfinancialnews.com> domain name and the goodwill related to the domain name; and

WHEREAS, **INTELLISPHERE, LLC**, is a limited liability company organized and existing under the laws of Delaware and having a place of business at 666 Plainsboro Road, Building 300, Plainsboro, New Jersey 08536, hereinbelow called "Assignee", is desirous of acquiring the entire right, title and interest in and to the said domain name and in and to any registrations, renewals and extensions that may be granted thereon, together with all common law rights and the goodwill of the business connected therewith; and

THEREFORE, BE IT KNOWN that for good and valuable consideration, the receipt of and adequacy of which are hereby acknowledged, the parties agree as follows:

(1) Assignor sells, assigns, and transfers unto the said Assignee, its successors or assigns, the entire right, title and interest in and to the said domain name and to any registrations, renewals and extensions that may be granted thereon, together with all common law rights and the goodwill of the business connected therewith and any right to recover for past infringement thereof.

(2) Assignor shall promptly execute any and all documents reasonably requested by Assignee to transfer ownership of the domain name to Assignee including, but not limited to, Assignments, Transfers, Domain Name Transfers and related Powers of Attorney.

ROGERS PUBLISHING LIMITED

By: _____
Print Name: JOHN MILNE
Title: SR VP
Date: MAR 15/07

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT C

DOMAIN NAME ASSIGNMENT

WHEREAS, **ROGERS PUBLISHING LIMITED**, a Canadian Corporation with a current business address of 333 Bloor Street East, 9th Floor, Toronto, Ontario M4W 1G9 hereinbelow called "Assignor", owns and has acquired certain rights in the <physiciansfinancialnews.com> domain name and the goodwill related to the domain name; and


WHEREAS, **INTELLISPHERE, LLC**, is a limited liability company organized and existing under the laws of Delaware and having a place of business at 666 Plainsboro Road, Building 300, Plainsboro, New Jersey 08536, hereinbelow called "Assignee", is desirous of acquiring the entire right, title and interest in and to the said domain name and in and to any registrations, renewals and extensions that may be granted thereon, together with all common law rights and the goodwill of the business connected therewith; and

THEREFORE, BE IT KNOWN that for good and valuable consideration, the receipt of and adequacy of which are hereby acknowledged, the parties agree as follows:

(1) Assignor sells, assigns, and transfers unto the said Assignee, its successors or assigns, the entire right, title and interest in and to the said domain name and to any registrations, renewals and extensions that may be granted thereon, together with all common law rights and the goodwill of the business connected therewith and any right to recover for past infringement thereof.

(2) Assignor shall promptly execute any and all documents reasonably requested by Assignee to transfer ownership of the domain name to Assignee including, but not limited to, Assignments, Transfers, Domain Name Transfers and related Powers of Attorney.

ROGERS PUBLISHING LIMITED

By: 
Print Name: BRIAN SEGAL
Title: PRESIDENT + CEO
Date: March 16 / 07

By: _____
Print Name: _____
Title: _____
Date: _____

