

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--|-----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Access Worldwide Communications, Inc. | | 08/03/2006 | CORPORATION: DELAWARE |
| TLM Holdings Corp. | | 08/03/2006 | CORPORATION: DELAWARE |
| AWWC Florida, Inc. f/k/a Telemanagement Services, Inc. | | 08/03/2006 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | TMS Professional Markets Group, LLC | | |
| Street Address: | 180 Royal Palm Way #203 | | |
| City: | Palm Beach | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33480 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2792366 | ADHERE RX | |
| Registration Number: | 2544494 | INSTOCK | |
| Registration Number: | 1868537 | TMS TELEMANAGEMENT SERVICES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (305)961-5812 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 305-579-0812 | | |
| Email: | ipmiami@gtlaw.com | | |
| Correspondent Name: | Manuel Valcarcel, Greenberg Traurig, PA | | |
| Address Line 1: | 1221 Brickell Avenue | | |
| Address Line 4: | Miami, FLORIDA 33131 | | |
| ATTORNEY DOCKET NUMBER: | 094880.010200 | | |

CH \$90.00 2792366

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|---|--------------------|
| NAME OF SUBMITTER: | Manuel Valcarcel |
| Signature: | /manuel vaclarcel/ |
| Date: | 08/02/2007 |
| Total Attachments: 7 source=ipassignmenttmshealth#page1.tif source=ipassignmenttmshealth#page2.tif source=ipassignmenttmshealth#page3.tif source=ipassignmenttmshealth#page4.tif source=ipassignmenttmshealth#page5.tif source=ipassignmenttmshealth#page6.tif source=ipassignmenttmshealth#page7.tif | |

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT, dated as of August 3, 2006 (this "Agreement"), is among Access Worldwide Communications, Inc., a Delaware corporation ("Access"), TLM Holdings Corp., a Delaware corporation ("Holdings") and AWWC Florida, Inc. f/k/a Telemanagement Services, Inc., a Delaware corporation ("TMS," and collectively with Access and Holdings, the "Assignor"), and TMS Professional Markets Group, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignee and Assignor, are parties to that certain Asset Purchase Agreement, dated as of June 20, 2006 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase substantially all of the Assignor's assets, including without limitation the Assignor's Intellectual Property (as defined in the Purchase Agreement), as more particularly described in Schedule 4.14 of the Purchase Agreement which schedule is attached hereto as Exhibit A (collectively, the "Intellectual Property"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all such Intellectual Property; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, the Intellectual Property.

NOW, THEREFORE, Assignor, for and in exchange for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property, including, without limitation, the items identified in Exhibit A attached hereto, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, together with the goodwill of the business associated therewith and which is symbolized thereby, all common law rights, all rights to sue for infringement of any Intellectual Property, whether arising prior to or subsequent to the date of this Agreement, with all of the Assignor's prior rights inuring to the benefit of Assignee, as well as any rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind related thereto and all claims and causes of action that Assignor has or may have in connection therewith including, but limited to, the right to recover damages for past infringements, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof at least as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Agreement not been made.

Assignor further authorizes Assignee, its successors and assigns, or anyone it may properly designate, to register copyrights and apply for patents with respect to the Intellectual Property, in its own name, in any and all jurisdictions, and additionally to take advantage of the provisions of any international convention, treaty and/or agreement.

Assignor does hereby covenant that it has full power and right to convey all rights assigned hereby to Assignee, that such rights are free and clear of encumbrances of any kind, and agree with Assignee, its successors and assigns, that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will at any time upon request, without further or additional consideration, but at the expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in registering copyrights and trademarks and in making applications for and obtaining patents of the United States and any and all foreign countries with respect to the Intellectual Property, and in enforcing any rights accruing as a result thereof, by giving testimony in any proceedings or transactions involving same.

No provision of this Agreement shall modify, replace, amend, change, rescind, waive or in any way affect the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications, and the limitations relating thereto, of the Assignor and the Shareholder(as defined in the Purchase Agreement)) set forth in the Purchase Agreement. This Assignment is intended solely to effect the transfer of certain property sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

{Signatures on Following Page}

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this IP Assignment as of the date first above written.

ACCESS WORLDWIDE COMMUNICATIONS, INC., a Delaware corporation

By: [Signature]
Name: Shawkat Raslan
Title: Chairman and CEO

TLM HOLDINGS CORP., a Delaware corporation

By: [Signature]
Name: Shawkat Raslan
Title: Chairman and CEO

AWWC FLORIDA, INC. f/k/a
TELEMANAGEMENT SERVICES, INC., a
Delaware corporation

By: [Signature]
Name: Shawkat Raslan
Title: Chairman and CEO

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

The foregoing instrument was acknowledged before me this 2 day of August, 2006 by Shawkat Raslan, as Chairman of Access Worldwide Communications, Inc. He/she personally appeared before me and is personally known to me or produced CT DL as identification.

[NOTARIAL SEAL]

MICHAEL A. WOZNY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01400110000
COMMISSION EXPIRES: 07/12/2008

[Signature]
Print Name: Michael A. Wozny
Notary Public, State of New York
My Commission Expires: 07/12/2008

[Signature Page to Assignment of IP]

EXHIBIT A

INTELLECTUAL PROPERTY

[LIST OF TRADEMARKS FROM SCHEDULE 4.14]

Copyrights in and to website screens, copies of which screens are attached hereto.



About Us

Solutions

Investors

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TMS PROFESSIONAL MARKETS GROUP
Business Services
Pharmaceutical Marketing

REACH. COMMUNICATE. EDUCATE.

Overview

Direct-to-Consumer

Vacant Territory
Management

Product Detailing

Remote Physician
Coverage

Physician & Pharmacist
Profiling

Pharmacy Stocking

Clinical Trials

Presentations

Pharmaceutical Marketing

Informing Physicians, Pharmacists and Patients

Access Worldwide TMS Professional Markets Group has a track record of delivering highly professional pharmaceutical marketing services in a variety of therapeutic categories.

We communicate with an average of 15,000 pharmacists each week. Through physician and pharmacy marketing, vacant territory management, and remote physician coverage programs we can increase our clients' market share.

Depending on client needs, we can provide seamless services or execute just one facet of a campaign in conjunction with our clients' efforts



Terms of Use | © 2000 Access Worldwide Communications, Inc.

- 4.10(b)(5) Telephone/Cell Phone Agreements**
 - 4.10(b)(5).1 Cingular Wireless
 - 4.10(b)(5).2 T-Mobile

- 4.10(b)(6) Employment Agreements
 - 4.10(b)(6).1 Employment Agreement, dated July 1, 2003, between Access Worldwide Communications, Inc. and Barbara Ginn.
 - 4.10(b)(6).2 Employment Agreement, dated January 1, 2004, between Access Worldwide Communications, Inc. and Guy Amato.

- 4.10(c) Enforceability of Contracts**

- 4.10(d) No Actions - None**

- 4.11 Obligations to Related Parties - None**

- 4.12 Absence of Charges**
 - 4.12.1 Default on the Revolving Credit, Term Loan and Security Agreement dated as of June 10, 2003 -- by and between the Shareholder and CapitalSource Finance, LLC.

- 4.13 Liens**
 - 4.13.1 Real Estate
 - 4.13.1.1 Property Lease by and between Access Worldwide Communications, Inc. (formerly CulturalAccess Worldwide, Inc) and Blue Lake Corporate Center, Ltd. (and its successors, assigns, subsidiaries and affiliates), dated January 2, 1998, as amended.
 - 4.13.2 Equipment
 - 4.13.2.1 GE Capital -- Pitney Bowes Mailing Machine Lease
 - 4.13.2.2 IKON Financial Services -- Printer/Copier Leases
 - 4.13.2.3 Pitney Bowes -- Mail Machine Lease
 - 4.13.3 Auto Lease
 - 4.13.3.1 Mike Albert Leasing, Inc. -- Mail Van Lease

- 4.14 Intellectual Property**
 - 4.14.1 Trade/Service Marks
 - 4.14.1.1 TMS Telemanagement Services (Word Marks)
 - 4.14.1.2 INSTOCK (Word Marks)
 - 4.14.1.3 ADHERE RX (Word Marks)
 - 4.14.1.4 THOUGHT LEADER (Word Marks)
 - 4.14.1.5 THOUGHT LEADER IVR (Word Marks)
 - 4.14.1.6 See Exhibit A to Assignment of Intellectual Property Agreement, dated August 3, 2006, among Access Worldwide Communications, Inc., TLM Holdings Corp., AWWC Florida, Inc.

f/k/a Telemanagement Services, Inc. and TMS Professional Markets Group, LLC for copies of website screens being transferred.

4.16 **Litigation – None**

4.18 **Employees**

4.18.1 Collective Bargaining Agreements – None

4.18.2 Labor Unions – None

4.18.3 Employment Agreements

4.18.3.1 Barbara Ginn – Terminates July 1, 2006

4.18.3.2 Guy Amato – Resigned September 2005, No severance agreement.

4.23 **Full Disclosure**

7.10 **Employee Matters – See attached Schedule 7.10**

