

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Watson Pharmaceuticals, Inc.		12/12/2007	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Wolters Kluwer Health, Inc.		
Street Address:	161 West Washington Street		
Internal Address:	Suite 1100		
City:	Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3192726	THE NEPHROLOGY TIMES	
CORRESPONDENCE DATA			
Fax Number:	(847)890-6089		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	847-580-5296		
Email:	Barb.Stroka@wolterskluwer.com		
Correspondent Name:	Barbara Stroka		
Address Line 1:	Wolters Kluwer		
Address Line 2:	Legal Department		
Address Line 4:	Riverwoods, ILLINOIS 60015		
NAME OF SUBMITTER:	Barbara Stroka		
Signature:	/Barbara Stroka/		
Date:	12/17/2007		

OP \$40.00 3192726

Total Attachments: 6

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TRADEMARK AGREEMENT

This Trademark Agreement (the "Agreement") is made as of 12/Dec/07, 2007 (the "Effective Date"), by and between Watson Pharmaceuticals, Inc., a Nevada corporation ("Seller"), and Wolters Kluwer Health, Inc., a Delaware corporation on behalf of itself and Lippincott Williams & Wilkins, one of its divisions ("Purchaser").

WHEREAS, Seller is the owner of the trademark and trade name THE NEPHROLOGY TIMES (the "Mark"), which has been duly registered with the United States Patent and Trademark Office, Registration No. 3192726 (the "Registration").

WHEREAS, Purchaser intends to publish a news publication for nephrologists (the "Business") and desires to acquire the Mark in connection with the Business;

WHEREAS, Seller desires to sell and assign the Mark to Purchaser, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties, intending to be legally bound, hereto agree as follows:

ARTICLE 1 – SELLER’S OBLIGATIONS

1.1 Within ten (10) business days of execution of this Agreement by both parties, Seller shall execute and transmit to Purchaser an Assignment document, substantially in the form set forth at Exhibit A hereof.

ARTICLE 2 – PURCHASER’S OBLIGATIONS

2.1 Purchaser shall provide Seller with \$131,400 (gross) of advertising units in connection with the Business either during the first two years of Purchaser’s publication of a nephrology-related news publication or, in connection with the first 24 issues of Purchaser’s publication of a nephrology-related news publication, whichever occurs later, such advertising units to be used at Seller’s discretion. The gross amount of advertising units is calculated using the advertising rate in place as of the Effective Date of this Agreement; should the advertising rates increase before the value of advertising units has reached \$131,400, the amount of gross advertising dollars provided by Purchaser to Seller shall increase in proportion to the increased advertising rate. Varying advertisement unit sizes can be used, but the total value of the advertising shall not exceed \$131,400 (gross), except as indicated above.

2.2 Purchaser or its agents will prepare an anemia-related article (the "Article") for publication in Purchaser’s nephrology-related publication. Purchaser shall seek the guidance of Seller for the Article. Seller shall have reasonable editorial input regarding the Article. The Article shall appear within the first issue of the nephrology-related publication published by Purchaser under the Mark.

2.3 Purchaser shall supply 2,610 copies to Seller of the issue of the nephrology-related publication containing the anemia-related article referred to in paragraph 2.2.

2.4 If Purchaser fails to publish a nephrology-related news publication bearing the Mark by September 1, 2008, Purchaser shall execute and transmit to Seller an assignment of the Mark, substantially in the form set forth at Exhibit A hereof, no later than September 10, 2008. Subject to the provisions of Section 2.5 of this Agreement, if within any six month period following publication by Purchaser of a nephrology-related news publication bearing the Mark, Purchaser fails to publish a new issue of a nephrology-related news publication bearing the Mark, Purchaser shall execute and transmit to Seller an assignment of the Mark, substantially in the form set forth at Exhibit A hereof, no later than ten (10) days following the last day of the six month period. In the event that Purchaser assigns the Mark to Seller pursuant to the terms of this Section, Seller will not be entitled to receive any payment or other reimbursement for any unused advertising units.

2.5 If Seller has utilized all the advertising units credited to it by Purchaser, as set forth in Section 2.1 of this Agreement, the provisions set forth in Section 2.4 of this Agreement are no longer applicable.

ARTICLE 3 – MISCELLANEOUS

3.1 **Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

3.2 **Assignability.** This Agreement may not be assigned nor transferred by Purchaser without the prior consent of Seller, such consent not to be unreasonably withheld. The foregoing notwithstanding, Purchaser may assign this Agreement to any subsidiary or affiliate, or as part of the sale of all or substantially all of its assets, or pursuant to a merger, consolidation or other reorganization, without Seller's consent. If Purchaser does assign this Agreement in accordance with this paragraph, the Assignee must agree to be bound by each of the obligations set forth in Article 2.

3.3 Representations and Warranties.

(a) Purchaser and Seller each represent and warrant that the undersigned each have all requisite power and authority to execute, deliver and perform all necessary obligations under this Agreement and to bind the respective party to this Agreement.

(b) Seller represents and warrants that (i) it has all rights necessary to transfer the rights assigned to Purchaser hereunder; (ii) the Registration is valid and in force and without challenge of any kind; (iii) no claim of any infringement of any intellectual property of any third party has been made or asserted in respect of the Mark; (iv) no proceedings are pending or, to the knowledge of the Seller, threatened which challenge the validity, ownership or use of the Mark; and (v) Seller has had no notice of, or knowledge of any basis for, a claim against Seller that the Mark infringes any intellectual property of any third party.

3.4 Extension of Rights. All rights and obligations incurred hereunder by Seller or Purchaser shall extend to and be binding upon their respective domestic and international divisions, subsidiaries, other controlled companies, affiliates and related entities, and permitted successors and assigns.

3.5 Waiver. The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

3.6 Disclaimer of Agency, Partnership and Joint Venture. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

3.7 Severability. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

3.8 Notices. Any notice, instruction, direction or demand under the terms of this Agreement required to be in writing will be duly given upon receipt of the addressee, when sent to the following:

If to SELLER:

Watson Pharmaceuticals, Inc.
Legal Department
311 Bonnie Circle
Corona, CA 92880
Attn: Matthew O. Brady, Esq.
Facsimile: (951) 493-5812
Email: matthew.brady@watson.com

If to PURCHASER:

or to such other addresses or telecopy numbers as may be specified by like notice to the other parties.

3.9 Governing Law. This Agreement shall be construed in accordance with and governed by the substantive internal laws of the State of California.

3.10 Arbitration. Any controversy or claim arising hereunder that cannot be resolved by the parties themselves, shall be settled by arbitration in Los Angeles, California or such other location as the parties may mutually agree, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any award rendered thereon shall be in writing and shall be final and binding on the parties and judgment may be entered thereon in any court of competent jurisdiction. Each party shall bear its own costs and expenses in connection with the arbitration and the costs and expenses of the arbitrators shall be borne as determined by the arbitrator.

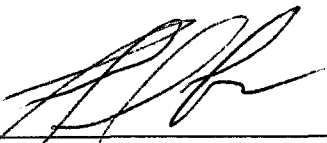
3.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

3.12 Articles and Other Headings. The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

3.13 Further Assurances. Seller agrees to cooperate with Purchaser, at Purchaser's request and at Seller's expense, to execute any and all documents or instruments, or to obtain any consents, in order to assign, transfer, perfect, record, maintain, enforce or otherwise carry out the intent of the terms of this Agreement with respect to the rights granted Purchaser under this Agreement. Seller hereby appoints Purchaser as Seller's attorney-in-fact, with full authority in the place and stead of Seller and in Seller's name, to take any of the foregoing actions in the event that Seller fails, refuses or is unable to do so for whatever reason. Seller hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the day and year first above written.

Seller



Authorized Signature

Timothy S. Callahan

Printed Name

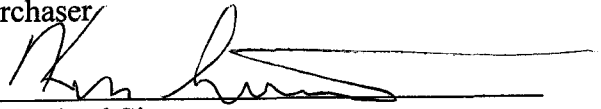
VP Sales & Marketing 12/12/07

Title

Date

Watson Pharmaceuticals, Inc.
Company

Purchaser



Authorized Signature

Ken Senerty

Printed Name

Publisher/Ex Director 12/Dec/07

Title

Date

Wolters Kluwer Health, Inc.
Company

EXHIBIT A

ASSIGNMENT
(U.S. Trademark)

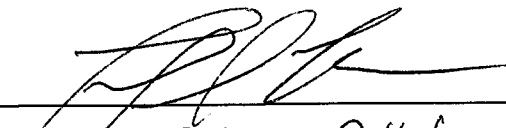
THIS ASSIGNMENT OF TRADEMARK, made this ____ day of _____ 2007, by and among Watson Pharmaceuticals, Inc., a Nevada corporation, (the "Assignor"), and Wolters Kluwer Health, Inc. (for itself and its division, Lippincott Williams & Wilkins), a Delaware corporation (the "Assignee"), witnesseth:

WHEREAS, the Assignor has adopted and has used in the United States the trademark set forth in Schedule I attached hereto (the "Mark"); and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, any and all of Assignor's rights to the Mark and the goodwill of the business associated with the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee its entire right, title and interest in and to said Mark set forth in Schedule I hereof, together with the goodwill of the business symbolized by the Mark and the registration thereof, and any other rights which the Assignor has enjoyed thereunder in the United States including, without limitation, any and all causes of action, claims, demands, or other rights occasioned from or because of any and all past infringements of the Mark, together with the right in Assignee to sue and recover therefore, including the right to bring suit in its own name, any right to seek renewal of such registration, the same to be held and enjoyed by the Assignee, its successors and assigns, forever and to the full end of the terms for which the aforesaid Mark is registered and any renewals of the terms thereof.

WATSON PHARMACEUTICALS, INC.

By: 
Type Name: Timothy S. Callahan
Title: VP Sales + Mktg
Date: 12/12/07

Schedule I

United States

<u>Mark</u>	<u>Reg'n No.</u>	<u>Reg'n Date</u>	<u>Appl'n No.</u>	<u>Appl'n Date</u>
THE NEPHROLOGY TIMES	3,192,726	1/2/2007	78/782,692	12/29/2005