

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the registration number and mark previously recorded on Reel 003684 Frame 0172. Assignor(s) hereby confirms the nunc pro tunc assignment.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Power-Pak C.E., LLC		12/21/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Postgraduate Healthcare Education, LLC		
Street Address:	One Meadowlands Plaza		
Internal Address:	10th Floor		
City:	East Rutherford		
State/Country:	NEW JERSEY		
Postal Code:	07073-2137		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3097807	POWER-PAK C.E.	
CORRESPONDENCE DATA			
Fax Number:	(212)431-5579		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-274-7057		
Email:	jfriedman@jobson.com		
Correspondent Name:	Jessica R. Friedman		
Address Line 1:	100 Avenue of the Americas		
Address Line 2:	9th Floor		
Address Line 4:	New York, NEW YORK 10013		
NAME OF SUBMITTER:	Jessica R. Friedman		
Signature:	/Jessica R. Friedman/		

OP \$40.00 3097807

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TRADEMARK
REEL: 003686 FRAME: 0287

Date:

12/28/2007

Total Attachments: 5

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY ("Assignment and Assumption of Intellectual Property") is made and effective as of July 25, 2006 by Power-Pak C.E., LLC, a Delaware limited liability company ("Assignor") in favor of Postgraduate Healthcare Education, LLC a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is transferring to Assignee all of all Assignor's business that Assignor conducts under the service mark POWER-PAK, C.E. (the "Mark"), which is the subject of U.S. Trademark Registration No. 3,097,807 (the "Registration").

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, and Assignee does hereby accept and assume, all of Assignor's right, title and interest in and to the Mark and the Registration.
2. Governing Law. This Assignment and Assumption of Intellectual Property shall be construed and interpreted in accordance with the laws of the State of New York.
3. Further Assurances. Following the execution of this Agreement, the parties shall take all necessary actions to satisfy the terms and conditions hereby established.

ASSIGNOR:

Power-Pak C.E., LLC

By: 

Name: John W. Orr

Title: Chief Financial Officer

ASSIGNEE:

Postgraduate Healthcare Education, LLC

By: 

Name: John W. Orr

Title: Chief Financial Officer