## 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
Thomson Healthcare, Inc.		04/13/2007	CORPORATION: FLORIDA

#### **RECEIVING PARTY DATA**

Name:	TME Acquisition Holdings, LLC	
Street Address:	150 Meadowland Parkway	
City:	Secaucus	
State/Country:	NEW JERSEY	
Postal Code:	07094	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77145993	DIABETES RESEARCH: PRACTICAL PERSPECTIVES

#### **CORRESPONDENCE DATA**

Fax Number: (212)446-4900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-446-4800

Email: hsmith@kirkland.com

Correspondent Name: Hayley Smith, Sr. Legal Assistant

Address Line 1: Kirkland & Ellis LLP
Address Line 2: 153 East 53rd Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	TME ASSIGNMENT (H. SMITH)		
NAME OF SUBMITTER:	Hayley Smith		
Signature:	//Hayley Smith//		
Date:	01/15/2008		

TRADEMARK

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### **Trademark Assignment Agreement**

This Trademark Assignment Agreement is made this 13th day of April, 2007 (this "Assignment"), by Thomson Healthcare Inc., a corporation organized under the laws of the State of Florida ("Assignor"), with an office at 5 Paragon Drive, Montvale, NJ 07645, to TME Acquisition Holdings, LLC, a Delaware limited liability company with an office at 150 Meadowland Parkway, Secaucus, NJ 07094 ("Assignee").

WHEREAS, pursuant to the terms of the Stock and Asset Purchase Agreement, dated as of February 16, 2007 (the "Purchase Agreement"), between The Thomson Corporation Delaware, Inc. ("Seller") and TME Acquisition Holdings, LLC, Seller has agreed to cause Assignor to sell, transfer, assign and deliver to Assignee all right, title and interest in, to and under the trademarks, service marks, trade names, and logos and all registrations, applications and renewals for the foregoing, the details of which are identified in Annex A hereto (collectively, "Trademarks") included in the Transferred Intellectual Property. Capitalized terms used but not defined in this Assignment shall have the meanings assigned to them in the Purchase Agreement; and

WHEREAS, this Assignment is made in connection with the sale of substantially all of the assets of the business to which the Trademarks relate and such business is ongoing.

NOW, THEREFORE, in consideration of the sum of One Dollar and the promises contained herein and in the Purchase Agreement, and for other good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by Assignor, the Assignor does hereby sell, assign, transfer and deliver to Assignee all right, title and interest in, to and under:

- (a) all the Trademarks included in the Transferred Intellectual Property, and all common law and statutory right, title and interest therein, together with all goodwill associated with the business related to the Trademarks and the portion of the Transferred Assets associated therewith:
- (b) all rights to collect royalties, income, damages and proceeds, in each case inuring to the benefit of Assignor, in connection with any of the foregoing; and
- (c) all rights to sue or assert any claims (past, present or future) of Assignor in connection with any of the foregoing.

Assignor shall give any written further assurance and execute such individual confirmatory assignment deeds, change of name or address certificates and any other instrument, document and agreement prepared by Assignee, at Assignee's expense, necessary or reasonably requested by Assignee for the effectuation or recordation of this Assignment.

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This Assignment is irrevocable and shall be effective as of the date first above written.

Assignor hereby authorizes the United States Patent and Trademark Office and/or any other appropriate U.S. or foreign governmental agency to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all registrations, renewals and recordation certificates and communications regarding the prosecution, registration and maintenance of the Trademarks as may be warranted by this Trademark Assignment.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed in its name by its duly authorized officer as of the date first above written.

THOMSON HEALTHCARE INC.

By: Mane: Donna M. DiMitri
Title: Assistant Secretary

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I, a notary public for the state aforesaid, do hereby certify that Donna M. DiMitri, the signatory of Thomson Healthcare Inc., appeared before me this day in person and acknowledged the execution of the foregoing Assignment on behalf of Thomson Healthcare Inc. as such person's free and voluntary acts.

IN WITNESS WHEREOF, I have hereunto set my hand and notorial seal this 17<sup>th</sup> day of December, 2007.

KIMBERLY RUTKAUSKAS
NOTARY PUBLIC
State of Connecticut
My Commission Expires Feb. 28, 2011
My commission expires:

TRADEMARK

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Notary Public

# REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

# **Applications**

Trademark	Country	Application No.	Application Date
DIABETES RESEARCH: PRACTICAL PERSPECTIVES	U.S.	77/145993	April 2, 2007

NY: 535377-6

**RECORDED: 01/15/2008**