

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
Princeton Media Associates, LLC		04/25/2008	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	NACCME, LLC
Street Address:	2150 Post Road
Internal Address:	Suite 302
City:	Farifield
State/Country:	CONNECTICUT
Postal Code:	06824
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3025068	FIRST REPORT
Registration Number:	2386524	FIRST REPORT
Serial Number:	77315019	CORE COALITION OF RHEUMATOLOGY EDUCATORS
Serial Number:	77334367	VACCINE ACADEMIC COUNCIL
Serial Number:	77392360	CF LEARNING CENTER

CORRESPONDENCE DATA

Fax Number: (215)299-2150
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: lthornton@foxrothschild.com
 Correspondent Name: Lindette C. Thornton
 Address Line 1: 2000 Market Street
 Address Line 2: Tenth Floor
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

CH \$140.00 3025068

NAME OF SUBMITTER:	Lindette C. Thornton
Signature:	/Lindette C. Thornton/
Date:	05/22/2008
Total Attachments: 5 source=Trademark Assignment - Princeton Media to NACCME#page1.tif source=Trademark Assignment - Princeton Media to NACCME#page2.tif source=Trademark Assignment - Princeton Media to NACCME#page3.tif source=Trademark Assignment - Princeton Media to NACCME#page4.tif source=Trademark Assignment - Princeton Media to NACCME#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

April 25, 2008

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into by and between Princeton Media Associates, LLC, a New Jersey limited liability company (the "Assignor"), and NACCME, LLC, a Delaware limited liability company (the "Assignee"), and is effective as of the date set forth above. Capitalized terms used but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of all right, title and interest in and to each trademark (including common law rights) (including all registrations, renewals and applications thereof), trade names, service marks, trade dress, logos and corporate names, along with the goodwill associated therewith, used in Assignor's business, including, without limitation, those listed on the attached *Schedule A* (collectively, the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and attaching thereto (the "Goodwill");

WHEREAS, Assignor has entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") dated April 4, 2008 by and among Assignor, Assignee, HMP Acquisition Holdings, LLC (f/k/a HMP Communications Holdings, LLC), HMP Communications, LLC, Jeffrey Hennessy and Christopher Ciraulo;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires and has agreed to assign all right, title and interest in and to the Trademarks and Goodwill to the Assignee and HMP Communications, LLC, as successors to Assignor's assets and that portion of the business symbolized by the Trademarks and pertaining thereto; and

WHEREAS, Assignee desires and has agreed to take assignment of the Trademarks and Goodwill on attached *Schedule A* and all other Trademarks and Goodwill related to the CME Business (collectively, the "CME Trademarks and Goodwill");

NOW, THEREFORE, pursuant to the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title, and interest in and to the CME Trademarks and Goodwill, forever and throughout the world, including without limitation, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relation to any of the CME Trademarks and Goodwill, or any license, agreement, contract or other matter relating thereto, worldwide and forever.

Assignor hereby warrants that on the date hereof it is the owner in fee of the CME Trademarks and Goodwill and Assignor has the legal right to sell the same as aforesaid and that

this Trademark Assignment conveys to Assignee good and marketable title to the CME Trademarks and Goodwill on the date hereof, free and clear of all Liens, encumbrances and other defects to title, and Assignor shall warrant and defend such title forever against all claims and demands.

Assignor for itself, its successors and assigns agrees to execute and deliver, or cause to be executed and delivered, to Assignee or Assignee's legal representatives, any other or additional assignments, powers and other appropriate documentation, and take all additional actions, necessary to effectuate, validate and record this Assignment including, without limitation, to execute one or more further assignments covering the CME Trademarks and Goodwill in a form acceptable for recordation in both the United States Patent and Trademark Office and in foreign trademark offices.

This Trademark Assignment and the covenants and agreements contained herein shall be binding upon Assignor, its survivors and assigns and shall inure to the benefit of Assignee, its successors and assigns.

This Trademark Assignment does not limit the rights, obligations, representations, warranties and/or indemnifications provided in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.


This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the State of New York (without application of principles of conflicts of law).

This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Attached]

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

PRINCETON MEDIA ASSOCIATES, LLC,
a New Jersey limited liability company

By: 
Name: Jeffrey Hennessy
Title: General Manager

NACCME, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to CME Trademark Assignment]

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

PRINCETON MEDIA ASSOCIATES, LLC,
a New Jersey limited liability company

By: _____
Name: _____
Title: _____

NACCME, LLC,
a Delaware limited liability company

By: Patricia Levy
Name: PATRICIA LEVY
Title: V. P. Education

[Signature Page to CME Trademark Assignment]

**SCHEDULE A
to Trademark Assignment**

REGISTERED TRADEMARKS

Mark	Reg. No.	Jurisdiction	Registration date
First Report	3025068	U.S. Federal	12/13/2005
First Report	2386524	U.S. Federal	9/12/2005

PENDING TRADEMARKS

Mark	Application No.	Jurisdiction	Filing Date
Core Coalition of Rheumatology Educators (design)	77315019	U.S. Federal	10/26/2007
Vaccine Academic Council	77334367	U.S. Federal	11/20/2007
CF Learning Center	77392360	U.S. Federal	2/8/2008

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