# 746777

# CH \$140.00

# 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
Tarascon, Inc., d/b/a Tarascon Publishing		05/28/2008	CORPORATION: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	Jones and Bartlett Publishers, LLC	
Street Address:	40 Tall Pine Drive	
City:	Sudbury	
State/Country:	MASSACHUSETTS	
Postal Code:	01776	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

# PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2467220	TARASCON PUBLISHING
Registration Number:	2627130	TARASCON POCKET PHARMACOPOEIA
Registration Number:	2381524	IT'S NOT HOW MUCH YOU KNOW, IT'S HOW FAST YOU CAN FIND THE ANSWER.
Registration Number:	2709870	TARASCON POCKET ORTHOPAEDICA
Registration Number:	2856260	POCKET ORTHOPAEDICA

#### **CORRESPONDENCE DATA**

Fax Number: (617)345-3299

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

Phone: 6173453000

Email: trademarks@burnslev.com

Correspondent Name: Renee Inomata, BURNS & LEVINSON LLP

Address Line 1: 125 Summer Street

Address Line 4: Boston, MASSACHUSETTS 02110

TRADEMARK
REEL: 003814 FRAME: 0118

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ATTORNEY DOCKET NUMBER:	41575.2 JONES&BARTLETT RI
NAME OF SUBMITTER:	Renee Inomata
Signature:	/Renee Inomata/
Date:	07/10/2008
Total Attachments: 2 source=01262521#page1.tif source=01262521#page2.tif	

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### ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") made as of May  $2\ell$ , 2008, by Tarascon, Inc., d/b/a Tarascon Publishing, a California corporation (the "Assignor") to Jones and Bartlett Publishers, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignee and Assignor are parties to an Agreement dated as of May 28, 2008 (the "Agreement") providing, among other things, that Assignor transfer to Assignee certain assets, properties and rights owned by Assignor, on the terms and conditions set forth in the Agreement; and

WHEREAS, the Assignor is the owner of the trademark "Tarascon Publishing" registered with the United States Patent and Trademark Office, Registration No. 2467220, issued July 10, 2001, the trademark "Tarascon Pocket Pharmacopoeia" registered with the United States Patent and Trademark Office, Registration No. 2627130, issued October 1, 2002, the trademark "It's not how much you know, it's how fast you can find the answer" registered with the United States Patent and Trademark Office, Registration No. 2381524, issued August 29, 2000, the trademark "Tarascon Pocket Orthopaedica" registered with the United States Patent and Trademark Office, Registration No. 2709870, issued April 22, 2003, and the trademark "Pocket Orthopaedica" registered with the United States Patent and Trademark Office, Registration No. 2856260, issued June 22, 2004, (the "Trademarks");

WHEREAS, the Assignee is desirous of acquiring all right, title and interest, in, to and under the Trademarks, including all goodwill associated therewith, and the Assignor is desirous of selling, assigning, transferring, granting and setting over to the Assignee all of such right, title and interest, in, to and under the Trademarks, including all goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer, grant and set over to the Assignee all of the right, title and interest, in, to and under the Trademarks, all goodwill associated therewith, all common law rights thereto, and all applications for registration that may be granted, all renewals, extensions, and foreign counterparts thereof, together with the right to royalties, the right to sue and recover damages for future or past infringements to fully and entirely stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by the Assignee as fully and entirely as the same would have been held by the Assignor had this sale, assignment, transfer, grant and set over not been made (the "Assigned Trademark Rights").

The Assignor hereby warrants and covenants that (i) it has the full power and authority to convey the rights, titles and interests herein sold, assigned, transferred, granted and set over to the Assignee, (ii) it has not executed and will not execute any agreement in conflict herewith and (iii) it will execute any and all other instruments which may be necessary to perfect and evidence the Assignee's ownership of the Assigned Trademark Rights herein conveyed.

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IN WITNESS WHEREOF, the Assignor has executed this Assignment as an instrument under seal as of the date first written above.

TARASCON, INC. D/B/A TARASCON PUBLISHING Name: Steven M. Green, MD Title: President ACKNOWLEDGMENT State of California Count of Santa Barbara On May 28, 2008 before me, Sherrie Lynne Martin, Notary Public, personally appeared Steven M. Green who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. SHERRIE LYNNE MARTIN

(Seal)

Commission # 1778748 Notary Public - California Santa Barbara County

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**RECORDED: 07/10/2008**