

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
PDR Acquisition, LLC		09/01/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NexCura, LLC		
Street Address:	c/o Lee Equity Partners, LLC		
Internal Address:	650 Madison, 21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2810512	HEART PROFILERS	
Registration Number:	2543563	NEXCURA	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.310.8000		
Email:	caroline.geiger@weil.com, suzanne.inglis@weil.com		
Correspondent Name:	Caroline Geiger		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	58431.0017.6847.CG		
NAME OF SUBMITTER:	Caroline Geiger		

CH \$65.00 2810512

Signature:	/cg/
Date:	09/10/2009
Total Attachments: 5 source=US_ACTIVE_Internal Trademark Assignment (Fully Executed)_43156239_1#page1.tif source=US_ACTIVE_Internal Trademark Assignment (Fully Executed)_43156239_1#page2.tif source=US_ACTIVE_Internal Trademark Assignment (Fully Executed)_43156239_1#page3.tif source=US_ACTIVE_Internal Trademark Assignment (Fully Executed)_43156239_1#page4.tif source=US_ACTIVE_Internal Trademark Assignment (Fully Executed)_43156239_1#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated September 1, 2009 (this “Assignment”), is entered into by and between PDR Acquisition, LLC, a Delaware limited liability company (“Assignor”) and its wholly-owned subsidiary Nexcura, LLC, a Delaware limited liability company (“Assignee”). Both Assignor and Assignee are collectively referred to herein as the “Parties.”

WHEREAS, Assignor has entered into a Trademark Assignment, dated September 1, 2009 (the “Agreement”), whereby Assignor acquired all rights, title and interest in and to the trademark registrations and applications listed on the attached Schedule A (the “Assigned Trademarks”);

WHEREAS, Assignor wishes to transfer, convey, assign and deliver, and Assignee has agreed to accept and acquire all of Assignor’s rights, title and interests in and to the Assigned Trademarks:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

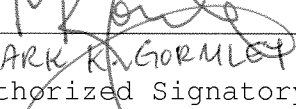
1. Assignor hereby transfers, conveys, assigns and delivers to Assignee any and all worldwide rights, title and interests Assignor holds, or may hold, in and to the Assigned Trademarks and the goodwill of the business in connection with which said marks are used and which are symbolized by said marks, together with all rights derived therefrom, including statutory, common law and contractual rights, in, to and under the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are renewed, granted, reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademarks, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
2. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Assigned Trademarks.
3. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks.
4. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Agreement.

5. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of New York.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.


PDR ACQUISITION, LLC.
as Assignor

By: 
Name: MARK R. GORMLEY
Title: Authorized Signatory

NEXCURA, LLC
as Assignee

By: _____
Name: _____
Title: _____

Sworn to and subscribed before me
this 1st day of September, 2009

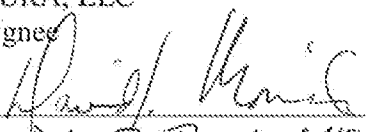

Notary Public
BILL CHAN
Notary Public, State of New York
No. 01CH6174705
Qualified in New York County
Commission Expires Sept. 24, 2011
My Commission Expires: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

PDR ACQUISITION, LLC.
as Assignor

By: _____
Name:
Title:

NEXCURA, LLC
as Assignee

By: 
Name: David J. Morrison
Title: Authorized Signatory

Sworn to and subscribed before me
this _____ day of September, 2009

Notary Public

My Commission Expires: _____

Schedule A

Trademark	Country	Owner	Registration No.	Registration Date
HEART PROFILERS & DESIGN	United States	Physicians Desk Reference Inc.	2,810,512	February 3, 2004
NEXCURA	United States	Physicians Desk Reference Inc.	2,543,563	February 26, 2002
ALLERGYFACTS	Morocco	NexCura*	69881	June 1, 1999
ARTHRITISFACTS	Morocco	NexCura*	69879	June 1, 1999
ASTHMAFACTS	Morocco	NexCura*	69875	June 1, 1999
BREASTFACTS	Morocco	NexCura*	69884	June 1, 1999
CANCERFACTS	Morocco	NexCura*	69874	June 1, 1999
DIABETESFACTS	Morocco	NexCura*	69878	June 1, 1999
HEARTFACTS	Morocco	NexCura*	69877	June 1, 1999
INCONTENENCEFACTS	Morocco	NexCura*	69885	June 1, 1999
LEUKEMIAFACTS	Morocco	NexCura*	69880	June 1, 1999
PROSTATEFACTS	Morocco	NexCura*	69883	June 1, 1999
SLEEPFACTS	Morocco	NexCura*	69882	June 1, 1999
STROKEFACTS	Morocco	NexCura*	69876	June 1, 1999