OP \$40.00 30978

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
Power-Pak C.E., LLC		107/26/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Postgraduate Healthcare Education, LLC	
Street Address:	160 Chubb Avenue	
City:	Lyndhurst	
State/Country:	NEW JERSEY	
Postal Code:	07071	
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

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

Phone: 212-274-7057

Email: jfriedman@jhihealth.com
Correspondent Name: Jessica R. Friedman

Address Line 1: 100 Avenue of the Americas

Address Line 2: Jobson Medical Information LLC

Address Line 4: New York, NEW YORK 10013

NAME OF SUBMITTER:	Jessica R. Friedman
Signature:	/Jessica R. Friedman/
Date:	10/23/2009

TRADEMARK
REEL: 004083 FRAME: 0919

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Total Attachments: 1

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TRADEMARK REEL: 004083 FRAME: 0920

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. <u>Assignment</u>. 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. <u>Governing Law.</u> This Assignment and Assumption of Intellectual Property shall be construed and interpreted in accordance with the laws of the State of New York.
- 3. <u>Further Assurances</u>. Following the execution of this Agreement, the parties shall take all necessary actions to satisfy the terms and conditions hereby established.

ASSIGNOR:

By:

RECORDED: 10/23/2009

Power-Pak C.E., LLC

Name: John W. Orr

Title: Chief Financial Officer

ASSIGNEE:

By:

Postgraduate Healthcare Education, LLC

Name: John W. Orr

Title: Chief Financial Officer

TRADEMARK REEL: 004083 FRAME: 0921