

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medem, Inc.		09/01/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PDR Acquisition, LLC		
Street Address:	C/O LEE EQUITY PARTNERS, LLC		
Internal Address:	650 MADISON AVENUE, 21ST FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78591404	HCNN	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	caroline.geiger@weil.com, beth.akers@weil.com		
Correspondent Name:	Caroline Paige 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 C. GEIGER		
NAME OF SUBMITTER:	Caroline Paige Geiger		
Signature:	/Caroline Paige Geiger/		
Date:	12/21/2009		

CH \$40.00 78591404

Total Attachments: 5

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT ("*Assignment*") made as of September 1, 2009, by and between MEDEM, INC., a Delaware corporation ("*Seller*"), and PDR ACQUISITION, LLC, a Delaware limited liability company ("*Purchaser*").

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement dated as of September 1, 2009 (the "*Purchase Agreement*"), pursuant to which, among other things, Seller has agreed to sell, transfer, assign and deliver to Purchaser the trademark registrations identified in Schedule A hereto (the "*Trademarks*"). Capitalized terms used but not defined in this Assignment shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar and the mutual covenants and obligations set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, transfer, assign and deliver unto Purchaser all right, title and interest of Seller in and to all the Trademarks registered in the name of Seller (as set forth in Schedule A hereto) together with all goodwill and the portion of the Transferred Assets associated therewith.

Seller shall execute such individual confirmatory assignment deeds, change of name or address certificates or other documents prepared by Purchaser, at Purchaser's expense and reasonably requested by Purchaser, necessary for the effectuation or recordation of this Assignment.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered as of the date first written above.

MEDEM, INC.

PDR ACQUISITION, LLC

By: Todd G. Croy
Name: TODD G. CROY
Title: CHIEF FINANCIAL OFFICER

By: _____
Name: _____
Title: _____

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

Notary Public

My Commission Expires: _____

please see
attached notary
→

[SIGNATURE PAGE TO HCNN TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 004118 FRAME: 0220

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

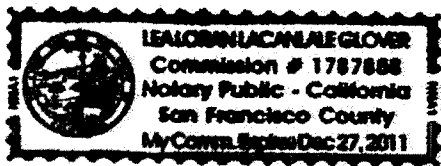
On Aug 28, 2009 before me, Lea L. Glover
Date Here Insert Name and Title of the Officer

personally appeared Todd G. Choy
Name(s) of Signer(s)

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/hers/their authorized capacity(ies), and that by his/hers/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.



Signature Lea L. Glover
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment of Trademarks

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

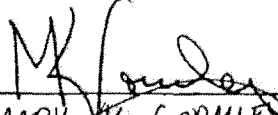
Signer Is Representing: _____

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered as of the date first written above.

MEDEM, INC.

PDR ACQUISITION, LLC

By: _____
Name:
Title:

By: 
Name: MARK R GORNLEY
Title: AUTHORIZED SIGNATORY

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

Notary Public

My Commission Expires: _____

Schedule A

HCNN – Serial Number 78591404, Registration Number: 3326034, Service Mark