

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                |
|-----------------------|----------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MERGER         |
| EFFECTIVE DATE:       | 03/15/2010     |

**CONVEYING PARTY DATA**

| Name                                      | Formerly | Execution Date | Entity Type                           |
|---|----------|----------------|---------------------------------------|
| Green Hill Healthcare Communications, LLC |          | 12/22/2009     | LIMITED LIABILITY COMPANY: NEW JERSEY |

**RECEIVING PARTY DATA**

|                 |   |
|-----------------|---|
| Name:           | GREEN HILL HEALTHCARE COMMUNICATIONS, LLC |
| Street Address: | 241 Forsgate Drive, Suite 205C            |
| City:           | Monroe Township                           |
| State/Country:  | NEW JERSEY                                |
| Postal Code:    | 08831                                     |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE       |

**PROPERTY NUMBERS Total: 28**

| Property Type        | Number   | Word Mark                                |
|----------------------|----------|--|
| Serial Number:       | 77738718 | CLINICAL ONCOLOGY PHARMACY               |
| Serial Number:       | 77295684 | CLINICAL ONCOLOGY PHARMACY               |
| Serial Number:       | 77738719 | CLINICAL ONCOLOGY PHARMACY NEWS          |
| Serial Number:       | 77295689 | CLINICAL ONCOLOGY PHARMACY NEWS          |
| Serial Number:       | 77738721 | ONCOLOGY PHARMACY NEWS                   |
| Serial Number:       | 77295691 | ONCOLOGY PHARMACY NEWS                   |
| Serial Number:       | 77738722 | ONCOLOGY PHARMACY TIMES                  |
| Serial Number:       | 77295695 | ONCOLOGY PHARMACY TIMES                  |
| Registration Number: | 3694457  | JOURNAL OF MULTIDISCIPLINARY CANCER CARE |
| Registration Number: | 3694444  | JOURNAL OF MULTIDISCIPLINARY CANCER CARE |
| Registration Number: | 3694445  | JOURNAL OF MULTIDISCIPLINARY CANCER CARE |
| Registration Number: | 3694458  | JOURNAL OF MULTIDISCIPLINARY CANCER CARE |

**CH \$715.00 77738718**

|                      |          |  |
|----------------------|----------|--|
| Registration Number: | 3624945  | THE ONCOLOGY NURSE   |
| Registration Number: | 3621208  | THE ONCOLOGY NURSE   |
| Registration Number: | 3555608  | THE ONCOLOGY PHARMACIST  |
| Registration Number: | 3555609  | THE ONCOLOGY PHARMACIST  |
| Registration Number: | 3797901  | THE INFERTILITY NURSE  |
| Registration Number: | 3797902  | THE INFERTILITY NURSE  |
| Serial Number:       | 77820843 | THE OB/GYN AND INFERTILITY NURSE   |
| Serial Number:       | 77820850 | THE OB/GYN AND INFERTILITY NURSE   |
| Serial Number:       | 77820853 | THE OB/GYN AND INFERTILITY NURSE   |
| Serial Number:       | 77820857 | THE OB/GYN AND INFERTILITY NURSE   |
| Serial Number:       | 77821981 | THE OB/GYN AND INFERTILITY NURSE THE OFFICIAL PUBLICATION OF THE AMERICAN ACADEMY OF OB/GYN AND INFERTILITY NURSES |
| Serial Number:       | 77821988 | THE OB/GYN AND INFERTILITY NURSE THE OFFICIAL PUBLICATION OF THE AMERICAN ACADEMY OF OB/GYN AND INFERTILITY NURSES |
| Serial Number:       | 77821994 | THE OB/GYN AND INFERTILITY NURSE THE OFFICIAL PUBLICATION OF THE AMERICAN ACADEMY OF OB/GYN AND INFERTILITY NURSES |
| Serial Number:       | 77821998 | THE OB/GYN AND INFERTILITY NURSE THE OFFICIAL PUBLICATION OF THE AMERICAN ACADEMY OF OB/GYN AND INFERTILITY NURSES |
| Registration Number: | 3797903  | THE OB/GYN NURSE   |
| Registration Number: | 3797904  | THE OB/GYN NURSE   |

**CORRESPONDENCE DATA**

Fax Number: (973)491-3490  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 973-491-3326  
Email: brian.petrequin@leclairryan.com  
Correspondent Name: Brian L. Petrequin  
Address Line 1: Oone Riverfront Plaza  
Address Line 2: 1037 Raymond Blvd.  
Address Line 4: Newark, NEW JERSEY 07102

|                         |                      |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 20897.0001           |
| NAME OF SUBMITTER:      | Brian L. Petrequin   |
| Signature:              | /Brian L. Petrequin/ |
| Date:                   | 06/01/2010           |

**Total Attachments: 14**

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# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

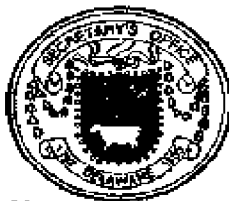
"GREEN HILL HEALTHCARE COMMUNICATION, LLC", A NEW JERSEY LIMITED LIABILITY COMPANY,

WITH AND INTO "GREEN HILL HEALTHCARE COMMUNICATION, LLC" UNDER THE NAME OF "GREEN HILL HEALTHCARE COMMUNICATION, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTEENTH DAY OF MARCH, A.D. 2010, AT 12:16 O'CLOCK P.M.

4760997 8100M

100279117

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7871497

DATE: 03-16-10

TRADEMARK  
REEL: 004216 FRAME: 0190

**State of Delaware**  
**Certificate of Merger of a Foreign Limited Liability Company**  
**into a Domestic Limited Liability Company**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving Limited Liability Company is GREEN HILL  
HEALTHCARE COMMUNICATION, LLC, a Delaware Limited Liability Company.

Second: The name of the Limited Liability Company being merged into this surviving  
Limited Liability Company is GREEN HILL HEALTHCARE COMMUNICATION, LLC.  
The jurisdiction in which this Limited Liability Company was formed is NJ.

Third: The Agreement of Merger has been approved and executed by both Limited  
Liability Companies.

Fourth: The name of the surviving Limited Liability Company is \_\_\_\_\_  
GREEN HILL HEALTHCARE COMMUNICATION, LLC

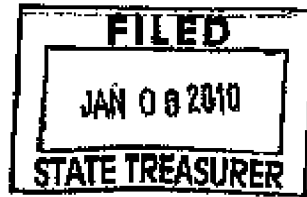
Fifth: The executed agreement of merger is on file at \_\_\_\_\_  
SUITE 205C 241 FORSGATE DR. JAMESBURG NJ 08831  
the principal place of business of the surviving Limited Liability Company.

Sixth: A copy of the agreement of merger will be furnished by the surviving Limited  
Liability Company on request, without cost, to any member of the Limited Liability  
Company or any person holding an interest in any other business entity which is to merge  
or consolidate.

IN WITNESS WHEREOF, said Limited Liability Company has caused this certificate  
to be signed by an authorized person, this 22ND day of DECEMBER, A.D., 2009.

By: /S/ JOHN J. HENNESSY II  
Authorized Person

Name: JOHN J. HENNESSY II  
Print or Type



New Jersey Division of Revenue
Certificate of Merger/Consolidation
(Limited Liability Co.'s, Limited Partnerships & Partnerships)

This form may be used to record the merger or consolidation of a limited liability company, limited partnership or partnership with or into another business entity or entities, pursuant to NJSA 42, 42:2A and 42:2B. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the New Jersey State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the State Treasurer's office.

- 1. Type of Filing (check one): [X] Merger Consolidation
2. Name of Surviving Business Entity: Green Hill Healthcare Communications, LLC, a Delaware LLC
3. Address of the Surviving Business Entity: 241 Forsgate Drive, Suite 205A, Jamesburg, New Jersey 08831
4. Name(s)/Jurisdiction(s) of All Participating Business Entities:
5. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer): Brian Tyburaki at 241 Forsgate Drive, Suite 205A, Jamesburg, New Jersey 08831

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of a merging or consolidating LLC, LP or partnership. The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the Surviving Business Entity at the Service of Process address stated above.

6. Effective Date (see instructions): January 6, 2010

The undersigned represent(s) that the agreement of merger/consolidation is on file at the place of business of the surviving business entity and that an agreement of merger/consolidation has been approved and executed by each business entity involved. Additionally, a copy of the merger/consolidation agreement has been or shall be furnished by the surviving entity to any member or any person having an interest.

The undersigned also represent(s) that they are authorized to sign on behalf of the surviving business entity.

Signature: [Handwritten Signature]
Name: John J. Hennessy, II Title: Manager Date: 12/23/2009

\*\*Important Note --New Jersey law prohibits domestic LLCs, LPs and partnerships from merging/consolidating with another business entity, if authority for such merger/consolidation is not granted under the laws of the jurisdiction under which the other business entity was organized. Also, a merger/consolidation certificate may be filed pursuant to Title 42, 42:2A or 42:2B only if the surviving or resulting business entity is a limited partnership, limited liability company or partnership. Also, at least one participating business entity must be a limited partnership or limited liability company. If a for-profit domestic or foreign corporation participates or is the survivor, file the merger/consolidation pursuant to Title 14A. Title 15A corporations are not authorized to participate in mergers/consolidations involving LPs, LLCs, partnerships and for-profit corporations.

## **PLAN AND AGREEMENT OF REORGANIZATION**

This is a Plan and Agreement of Merger (Agreement) between GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY, a New Jersey Limited Liability Company (the Merging Limited Liability Company), and GREEN HILL HEALTHCARE COMMUNICATION DELAWARE, a Delaware Limited Liability Company (the Surviving Limited Liability Company).

### **ARTICLE I. PLAN OF MERGER** **Plan Adopted**

1.01. A plan of merger of GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY and GREEN HILL HEALTHCARE COMMUNICATION DELAWARE, pursuant to the provisions of NJSA 42:2B-20C and Section 708 of the Internal Revenue Code, is adopted as follows:

a. GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY shall be merged with and into GREEN HILL HEALTHCARE COMMUNICATION DELAWARE, to exist and be governed by the Laws of Delaware.

b. The name of the Surviving Limited Liability Company shall be GREEN HILL HEALTHCARE COMMUNICATION, LLC, a Delaware Limited Liability Company.

c. When this agreement shall become effective, the separate limited liability company existence of GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY shall cease, and the Surviving Limited Liability Company shall succeed, without other transfer, to all the rights and property of GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY and shall be subject to all the debts and liabilities of the Merging Limited Liability Company in the same manner as if the Surviving Limited Liability Company had itself incurred them. All rights of creditors and all liens on the property of each constituent limited liability company shall be preserved unimpaired, limited in lien on the property affected by the liens immediately prior to the merger.

d. The Surviving Limited Liability Company will carry on business with the assets of GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY, as well as with the assets of GREEN HILL HEALTHCARE COMMUNICATION DELAWARE.

e. The members of GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY will surrender all of their units in the manner hereinafter set forth.

f. In exchange for the Limited Liability Company units of GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY surrendered by its members, the

Surviving Limited Liability Company will issue and transfer to these members on the basis set forth in Article 4 below, units of its ownership.

g. The members of GREEN HILL HEALTHCARE COMMUNICATION DELAWARE will retain their units as units of the Surviving Limited Liability Company.

h. The Certificate of Formation of GREEN HILL HEALTHCARE COMMUNICATION DELAWARE, as existing on the effective date of the merger, shall continue in full force as the Certificate of Formation of the Surviving Limited Liability Company until altered, amended, or repealed as provided in the Certificate or as provided by law.

#### **Effective Date**

1.02. The effective date of the merger (Effective Date) shall be the date when the certificate of merger is filed with the secretary of state of Delaware.

### **ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT LIMITED LIABILITY COMPANY**

#### **Nonsurvivor**

2.01. As a material inducement to the Surviving Limited Liability Company to execute this Agreement and perform its obligations under this Agreement, GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY represents and warrants to the Surviving Limited Liability Company as follows:

a. GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of New Jersey, with power and authority to own property and carry on its business as it is now being conducted or is not required to be qualified as a foreign limited liability company to transact business in any other jurisdiction.

b. All required federal, state and local tax returns of GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY has not been delinquent in the payment of any tax or assessment.

#### **Survivor**

2.02. As a material inducement to GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY to execute this Agreement and perform its obligations under this Agreement, GREEN HILL HEALTHCARE COMMUNICATION DELAWARE represents and warrants to GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY as follows:



a. GREEN HILL HEALTHCARE COMMUNICATION DELAWARE is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of Delaware, with power and authority to own property and carry on its business as it is now being conducted. GREEN HILL HEALTHCARE COMMUNICATION DELAWARE is qualified to transact business as a foreign limited liability company and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

#### **Securities Law**

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Delaware and New Jersey securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all anti fraud restrictions in this area.

### **ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE Interim Conduct of Business; Limitations**

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent Limited Liability Company will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of GREEN HILL HEALTHCARE COMMUNICATION DELAWARE, pending consummation of the merger, GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY shall not:

- a. Except on declaration and payment of a cash distribution on its units of ownership not exceeding \$500,000 or any other cash distributions.
- b. Create or issue any indebtedness for borrowed money.
- c. Enter into any transaction other than those involved in carrying on its ordinary course of business.

#### **Submission to Shareholders and Filing**

3.02. This Agreement shall be submitted separately to the members of the constituent limited liability company in the manner provided by the laws of the State of New Jersey and the State of Delaware for approval.

**Conditions Precedent to Obligations of  
GREEN HILL HEALTHCARE COMMUNICATION New Jersey**

3.03. Except as may be expressly waived in writing by GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY, all of the obligations of GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by GREEN HILL HEALTHCARE COMMUNICATION DELAWARE:

a. The representations and warranties made by GREEN HILL HEALTHCARE COMMUNICATION DELAWARE to GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If GREEN HILL HEALTHCARE COMMUNICATION DELAWARE shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY and shall either correct the error, misstatement, or omission or obtain a written waiver from GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY.

b. GREEN HILL HEALTHCARE COMMUNICATION DELAWARE shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

**Conditions Precedent to Obligations of  
GREEN HILL HEALTHCARE COMMUNICATION Delaware**

3.04. Except as may be expressly waived in writing by GREEN HILL HEALTHCARE COMMUNICATION DELAWARE, all of the obligations of GREEN HILL HEALTHCARE COMMUNICATION DELAWARE under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY:

a. The representations and warranties made by GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY to GREEN HILL HEALTHCARE COMMUNICATION DELAWARE, in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to GREEN HILL HEALTHCARE COMMUNICATION DELAWARE and shall either correct the error, misstatement, or omission or obtain a written waiver from GREEN HILL HEALTHCARE COMMUNICATION DELAWARE.

b. GREEN HILL HEALTHCARE COMMUNICATION DELAWARE shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

c. No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

d. The Employees of GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY shall have entered into an employment agreement with GREEN HILL HEALTHCARE COMMUNICATION DELAWARE in a form mutually agreed on by the parties to this Agreement.

#### **ARTICLE 4. MANNER OF CONVERTING SHARES** **Manner**

4.01. The holders of shares of GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY shall surrender their shares to GREEN HILL HEALTHCARE COMMUNICATION DELAWARE, the Secretary of the Surviving Limited Liability Company promptly after the Effective Date, in exchange for shares of the Surviving Limited Liability Company to which they are entitled under this Article 4. Because the members of both Limited Liability Companies are the same, no additional units shall be issued.

#### **ARTICLE 5. DIRECTORS AND OFFICERS** **Directors and Officers of Survivor**

5.01. On the Effective Date, the names of the Directors and principal officers of the Surviving Limited Liability Company who shall hold office until the next annual meeting of the shareholders of the Surviving Limited Liability Company or until their respective successors have been elected or appointed and qualified.

#### **ARTICLE 6. OPERATING AGREEMENT** **Operating Agreement**

6.01. The Operating Agreement of GREEN HILL HEALTHCARE COMMUNICATION DELAWARE, as existing on the Effective Date of the merger, shall continue in full force as the Operating Agreement of the Surviving Limited Liability Company until altered, amended, or as provided by law.

**ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES,  
INDEMNIFICATION, AND EXPENSES OF NONSURVIVOR**  
**Nature and Survival of Representations and Warranties**

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY, GREEN HILL HEALTHCARE COMMUNICATION DELAWARE, or the members pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the members shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the members shall act as a waiver of any representation or warranty made under this Agreement.

7.02. GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY agrees that on or prior to the Effective Date it shall obtain from the members an agreement under which the members shall:

a. Make those representations and warranties to GREEN HILL HEALTHCARE COMMUNICATION DELAWARE as are described in Article 2 of this Agreement, as of the Effective Date;

b. Agree that the representations and warranties made by him or her shall survive for a period of three years after the Effective Date;

c. Agree to indemnify GREEN HILL HEALTHCARE COMMUNICATION DELAWARE for misrepresentation or breach of any warranty made to GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY.

**ARTICLE 8. TERMINATION**  
**Circumstances**

8.01. This Agreement made be terminated and the merger may be abandoned at any time prior to the Effective Date notwithstanding the approval of the members of either of the constituent limited liability companies:

a. By mutual consent of the members of the constituent limited liability companies.

b. At the election of the members of either constituent limited liability company if:

1. The number of members of either constituent limited liability company, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either limited liability company, inadvisable or undesirable.

2. Any material litigation or proceeding shall be instituted or threatened against either constituent limited liability company, or any of its assets, that, in the opinion of either limited liability company, renders the merger inadvisable or undesirable.

3. Any legislation shall be enacted that, in the opinion of either limited liability company, renders the merger inadvisable or undesirable.

4. Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either limited liability company, any materially adverse change in the business or condition, financial or otherwise, of either constituent limited liability company.

#### **Notice of and Liability on Termination**

8.02. If an election is made to terminate this Agreement and abandon the merger:

a. The President or any Vice President of the constituent limited liability company whose member had made the election shall give immediate written notice of the election to the other constituent limited liability company.

b. On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent limited liability company as a result of the termination and abandonment.

#### **ARTICLE 9. INTERPRETATION AND ENFORCEMENT**

##### **Further Assurances**

9.01. GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY agrees that from time to time, as and when requested by the Surviving Limited Liability Company or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY further agrees to take or cause to be taken any further or other actions as the Surviving Limited Liability Company may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Limited Liability Company title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article I of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

**Notices**

9.02 Any notice of other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

a. In the case of GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY, to: John J. Hennessy, II or to such other person or address as GREEN HILL HEALTHCARE COMMUNICATION NEW JERSEY may from time to time request in writing.

b. In the case of GREEN HILL HEALTHCARE COMMUNICATION DELAWARE, to: Brian Tyburski or to such other person or address as GREEN HILL HEALTHCARE COMMUNICATION DELAWARE may from time to time request in writing.

**Entire Agreement; Counterparts**

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

**Controlling Law**

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey and Delaware.

IN WITNESS WHEREOF, this Agreement was executed on \_\_\_\_\_ day of \_\_\_\_\_, 2010.

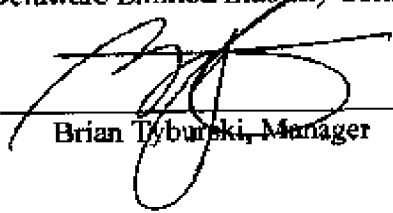
GREEN HILL HEALTHCARE COMMUNICATION, LLC,  
A New Jersey Limited Liability Company

By:  \_\_\_\_\_  
John J. Hennessy, II, Manager

ATTEST:

\_\_\_\_\_  
Secretary

GREEN HILL HEALTHCARE COMMUNICATION, LLC,  
A Delaware Limited Liability Company

By:  \_\_\_\_\_  
Brian Tyburski, Manager

ATTEST:

\_\_\_\_\_  
Secretary

# Delaware

PAGE 1

## The First State

I, JEFFREY W. HULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GREEN HILL HEALTHCARE COMMUNICATION, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SIXTH DAY OF APRIL, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GREEN HILL HEALTHCARE COMMUNICATION, LLC" WAS FORMED ON THE SEVENTH DAY OF DECEMBER, A.D. 2009.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

4760997 8300

100421031

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7952935

DATE: 04-26-10

TRADEMARK  
REEL: 004216 FRAME: 0201

# Delaware

PAGE 1

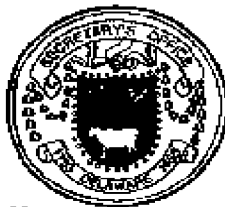
*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GREEN HILL HEALTHCARE COMMUNICATION, LLC", CHANGING ITS NAME FROM "GREEN HILL HEALTHCARE COMMUNICATION, LLC" TO "GREEN HILL HEALTHCARE COMMUNICATIONS, LLC", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF APRIL, A.D. 2010, AT 11:49 O'CLOCK A.M.

4760997 8100

100427322

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7961691

DATE: 04-29-10

TRADEMARK  
REEL: 004216 FRAME: 0202



State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 12:05 PM 04/27/2010  
FILED 11:49 AM 04/27/2010  
RV 100427322 - 4760997 FILE

**STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: GREEN HILL HEALTHCARE COMMUNICATION, LLC

2. The Certificate of Formation of the limited liability company is hereby amended  
as follows:

FIRST: The name of the limited liability company is:

GREEN HILL HEALTHCARE COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on  
the 27TH day of APRIL, A.D. 2010.

By: /S/ BRIAN TYBURSKI

Authorized Person(s)

Name: BRIAN TYBURSKI

Print or Type