

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/08/2010		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Engage Healthcare Communications, LLC		12/24/2009
			Entity Type LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Engage Healthcare Communications, LLC		
Street Address:	241 Forsgate Drive, Suite 205A		
City:	Monroe Township		
State/Country:	NEW JERSEY		
Postal Code:	08831		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	3529391	AMERICAN HEALTH & DRUG BENEFITS
	Registration Number:	3503239	AMERICAN HEALTH & DRUG BENEFITS
CORRESPONDENCE DATA			
Fax Number:	(973)491-3490		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-491-3326		
Email:	brian.petrequin@leclairryan.com		
Correspondent Name:	Brian L. Petrequin		
Address Line 1:	One Riverfront Plaza		
Address Line 2:	1037 Raymond Blvd., 16th Floor		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	38436.0005		
NAME OF SUBMITTER:	Brian L. Petrequin		

CH \$65.00 3529391

900163500

TRADEMARK
REEL: 004216 FRAME: 0231

Signature:	/Brian L. Petrequin/
Date:	06/02/2010
<p>Total Attachments: 12</p> <p>source=Engage Merger#page1.tif source=Engage Merger#page2.tif source=Engage Merger#page3.tif source=Engage Merger#page4.tif source=Engage Merger#page5.tif source=Engage Merger#page6.tif source=Engage Merger#page7.tif source=Engage Merger#page8.tif source=Engage Merger#page9.tif source=Engage Merger#page10.tif source=Engage Merger#page11.tif source=Engage Merger#page12.tif</p>	

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:

"ENGAGE HEALTHCARE COMMUNICATIONS, LLC", A NEW JERSEY LIMITED LIABILITY COMPANY,

WITH AND INTO "ENGAGE HEALTHCARE COMMUNICATIONS, LLC" UNDER THE NAME OF "ENGAGE HEALTHCARE COMMUNICATIONS, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2009, AT 2:06 O'CLOCK P.M.

4759709 8100M

091145026

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7735247

DATE: 01-04-10

TRADEMARK
REEL: 004216 FRAME: 0233

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 Engage
Healthcare Communications, LLC, a Delaware Limited Liability Company.

Second: The name of the Limited Liability Company being merged into this surviving
Limited Liability Company is Engage Healthcare Communications, 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 _____
Engage Healthcare Communications, LLC

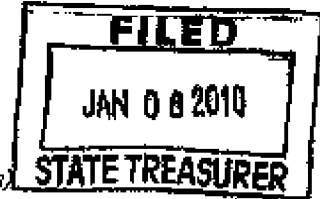
Fifth: The executed agreement of merger is on file at _____
Suite 205A, 241 Foragate Dr, Jamesburg, NJ 08831
the principal place of business of the surviving Limited Liability Company.

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 24TH day of DECEMBER, A.D., 2009.

By: 
Authorized Person

Name: BRIAN F. TYBURSKI
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): Merger Consolidation
2. Name of Surviving Business Entity: Engage 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:

Name	Jurisdiction	Identification # Assigned by Treasurer (if applicable)
Engage Healthcare Communications, LLC	Delaware	
Engage Healthcare Communications, LLC	New Jersey	0600198267
5. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer): Brian Tybuski 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 merged/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.

e undersigned also represent(s) 	Name John J. Hennessy, II	Title Manager	Date 12/23/2009
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****Important Notes --** 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 ENGAGE HEALTHCARE COMMUNICATIONS NEW JERSEY, a New Jersey Limited Liability Company (the Merging Limited Liability Company), and ENGAGE HEALTHCARE COMMUNICATIONS 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 ENGAGE HEALTHCARE COMMUNICATIONS NEW JERSEY and ENGAGE HEALTHCARE COMMUNICATIONS DELAWARE, pursuant to the provisions of NJSA 42:2B-20C and Section 708 of the Internal Revenue Code, is adopted as follows:

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

b. The name of the Surviving Limited Liability Company shall be ENGAGE HEALTHCARE COMMUNICATIONS, LLC, a Delaware Limited Liability Company.

c. When this agreement shall become effective, the separate limited liability company existence of ENGAGE HEALTHCARE COMMUNICATIONS NEW JERSEY shall cease, and the Surviving Limited Liability Company shall succeed, without other transfer, to all the rights and property of ENGAGE HEALTHCARE COMMUNICATIONS 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 ENGAGE HEALTHCARE COMMUNICATIONS NEW JERSEY, as well as with the assets of ENGAGE HEALTHCARE COMMUNICATIONS DELAWARE.

e. The members of ENGAGE HEALTHCARE COMMUNICATIONS NEW JERSEY will surrender all of their units in the manner hereinafter set forth.

f. In exchange for the Limited Liability Company units of ENGAGE HEALTHCARE COMMUNICATIONS 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 ENGAGE HEALTHCARE COMMUNICATIONS DELAWARE will retain their units as units of the Surviving Limited Liability Company.

h. The Certificate of Formation of ENGAGE HEALTHCARE COMMUNICATIONS 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, ENGAGE HEALTHCARE COMMUNICATIONS NEW JERSEY represents and warrants to the Surviving Limited Liability Company as follows:

a. ENGAGE HEALTHCARE COMMUNICATIONS 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 ENGAGE HEALTHCARE COMMUNICATIONS 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. ENGAGE HEALTHCARE COMMUNICATIONS NEW JERSEY has not been delinquent in the payment of any tax or assessment.

Survivor

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

a. ENGAGE HEALTHCARE COMMUNICATIONS 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. ENGAGE HEALTHCARE COMMUNICATIONS 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 ENGAGE HEALTHCARE COMMUNICATIONS DELAWARE, pending consummation of the merger, ENGAGE HEALTHCARE COMMUNICATIONS 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
Engage Healthcare Communications New Jersey**

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

a. The representations and warranties made by ENGAGE HEALTHCARE COMMUNICATIONS DELAWARE to ENGAGE HEALTHCARE COMMUNICATIONS 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 ENGAGE HEALTHCARE COMMUNICATIONS 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 ENGAGE HEALTHCARE COMMUNICATIONS NEW JERSEY and shall either correct the error, misstatement, or omission or obtain a written waiver from ENGAGE HEALTHCARE COMMUNICATIONS NEW JERSEY.

b. ENGAGE HEALTHCARE COMMUNICATIONS 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
Engage Healthcare Communications Delaware**

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

a. The representations and warranties made by ENGAGE HEALTHCARE COMMUNICATIONS NEW JERSEY to ENGAGE HEALTHCARE COMMUNICATIONS 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 ENGAGE HEALTHCARE COMMUNICATIONS 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 ENGAGE HEALTHCARE COMMUNICATIONS DELAWARE and shall either correct the error, misstatement, or omission or obtain a written waiver from ENGAGE HEALTHCARE COMMUNICATIONS DELAWARE.

b. ENGAGE HEALTHCARE COMMUNICATIONS 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 ENGAGE HEALTHCARE COMMUNICATIONS NEW JERSEY shall have entered into an employment agreement with ENGAGE HEALTHCARE COMMUNICATIONS 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 ENGAGE HEALTHCARE COMMUNICATIONS NEW JERSEY shall surrender their shares to ENGAGE HEALTHCARE COMMUNICATIONS 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 ENGAGE HEALTHCARE COMMUNICATIONS 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 ENGAGE HEALTHCARE COMMUNICATIONS NEW JERSEY, ENGAGE HEALTHCARE COMMUNICATIONS 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. ENGAGE HEALTHCARE COMMUNICATIONS 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 ENGAGE HEALTHCARE COMMUNICATIONS 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 ENGAGE HEALTHCARE COMMUNICATIONS DELAWARE for misrepresentation or breach of any warranty made to ENGAGE HEALTHCARE COMMUNICATIONS 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. ENGAGE HEALTHCARE COMMUNICATIONS 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. ENGAGE HEALTHCARE COMMUNICATIONS 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 1 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 ENGAGE HEALTHCARE COMMUNICATIONS NEW JERSEY, to: John J. Hennessy, II or to such other person or address as ENGAGE HEALTHCARE COMMUNICATIONS NEW JERSEY may from time to time request in writing.

b. In the case of ENGAGE HEALTHCARE COMMUNICATIONS DELAWARE, to: Brian Tyburski or to such other person or address as ENGAGE HEALTHCARE COMMUNICATIONS 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.

ENGAGE HEALTHCARE COMMUNICATIONS, LLC,
A New Jersey Limited Liability Company

By: 
John J. Hennessy, II, Manager

ATTEST:

Secretary

ENGAGE HEALTHCARE COMMUNICATIONS, LLC,
A Delaware Limited Liability Company

By: 
Brian Tyburski, Manager

ATTEST:

Secretary

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

ENGAGE HEALTHCARE COMMUNICATIONS, LLC
0600358805

I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate Of Foreign Limited Liability Company
Filed In This Office
April 27, 2010
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.



Cert/strate Number: 116986984

Verify this certificate online at

https://www1.state.nj.us/EYTR_Standings/Cert/USP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
28th day of April, 2010

A handwritten signature in black ink, appearing to read "Andrew P. Sidanton-Eristoff".

Andrew P. Sidanton-Eristoff
State Treasurer