

TRADEMARK ASSIGNMENT

08-10-2010

Re - 8/9/10
 Electronic Version v1.1
 Stylesheet Version v1.1



103603872

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advogent Group, Inc.		01/29/2010	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Advanced Health Media, LLC
Street Address:	300 Somerset Corporate Blvd
City:	Bridgewater
State/Country:	NEW JERSEY
Postal Code:	08807
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3653422	HYPER-DECK
Registration Number:	3653421	VPATIENT
Registration Number:	3617777	ECLINICAL BRIEF

CORRESPONDENCE DATA

Fax Number: (908)910-6631
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9089642485
 Email: rromanaux@olenderfeldman.com
 Correspondent Name: Kurt D. Olender
 Address Line 1: 2840 Morris Ave
 Address Line 4: Union, NEW JERSEY 07083

NAME OF SUBMITTER:

Kurt D. Olender

Signature:

/Kurt D. Olender/

OP \$90.00 3653422

TRADEMARK

REEL: 004258 FRAME: 0249

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "**Assignment**") is made as of January 29, 2010 by and among (i) Advanced Health Media, LLC, a Delaware limited liability company ("**Buyer**"), and Advogent Group, Inc., a Delaware corporation ("**Seller**" or "**Assignor**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement dated as of December 4, 2009 by and between Seller and Buyer ("**Purchase Agreement**").

WHEREAS, pursuant to the terms of the Purchase Agreement, Seller has agreed to sell, transfer and assign, to Buyer, or cause to be sold, transferred and assigned to Buyer, and Buyer has agreed to purchase and acquire from Seller or the Subsidiaries, as applicable, the Acquired Assets (which include the Assigned Intellectual Property), upon the terms and subject to the conditions set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of, among other things, the payment by Buyer of the Purchase Price and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment of Intellectual Property Rights.** Through this instrument, the Assignor hereby sell, grant, convey and assign to Buyer, in and for all languages (including but not limited to computer and human languages whether now existing or subsequently developed) all of the Assignor's right, title and interests in and to the Assigned Intellectual Property, including all rights of the Assignor under all United States, Federal, State or other Governmental Authority, copyright, trademark, trade secret, trade name, service mark, service name, patent, and all other intellectual property or industrial property laws or rights of any type or nature of the Assignor in the Assigned Intellectual Property. The foregoing assignment by the Assignor to Buyer of the Assigned Intellectual Property is all inclusive and is without reservation of the Assignor's right, title, interest or use, whether now existing or subsequently arising. Assignor sells, transfers, conveys, assigns and delivers to Buyer and Buyer accepts all right, title and interest of the Assignor in and to the goodwill arising in connection with the ownership, operation or conduct of the Acquired Assets.

2. **Assignment of Trademarks.** The Assignors hereby sell, transfer, convey, assign and deliver to the Buyer and the Buyer accepts all right, title and interest of the Assignors in and to (i) the trademarks set forth in Schedule A, attached hereto ("**Trademarks**"), (ii) the registrations and applications for registrations thereof, and (iii) the goodwill of the business connected with the use thereof and symbolized thereby.

3. **Assignment of Domain Names.** The Assignor hereby sells, transfers, conveys, assigns and delivers to Buyer and Buyer hereby accepts all right, title and interest of the

Assignor in and to the domain names and registrations therefor set forth in Schedule B, attached hereto (“**Domain Names**”).

4. **Further Assurances.** Each of the parties hereto, for itself and its respective successors and assigns, further covenants and agrees that it shall from time to time at the other’s request and expense, execute, acknowledge and deliver such other instruments of transfer, conveyance and assignment and will take such further action as the other may reasonably require in order to effectively (a) assign, transfer and convey to Buyer, or to perfect or record Buyer’s title to or interest in, the Assigned Intellectual Property, and (b) otherwise carry out the provisions hereof.

5. **Power of Attorney.** Assignor hereby constitutes and appoints the Buyer the true and lawful attorney of Assignor, with full power of substitution, in the name of Assignor, but on behalf of and for the benefit of the Buyer, to assign the Assigned Intellectual Property, Trademarks and Domain Names to Buyer.

6. **Purchase Agreement.** This Assignment is delivered in connection with the Purchase Agreement and is subject to and shall be governed by the terms and conditions thereof. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. All of the terms and conditions of the Purchase Agreement are incorporated herein by reference, and in the event of any ambiguity or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall prevail.

7. **Entire Agreement.** This Assignment, together with the Purchase Agreement and any and all documents executed or delivered in connection therewith, constitute the entire agreement between the parties concerning the subject matter hereof and supersede all prior contracts, agreements or understandings, oral or written, with respect to the subject matter hereof.

8. **Headings.** The headings used in this Assignment have been inserted for convenience of reference only and do not define or limit the provisions hereof.

9. **Construction.** The parties hereto have participated jointly in the negotiation and drafting of this Assignment. No provision of this Assignment shall be construed in favor of or against any party on the ground that the party or its counsel drafted the provision.

10. **Severability.** Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Assignment.

11. **Binding Effect.** This Assignment is binding upon and shall inure to the benefit of Buyer and the Assignor, and their respective successors and assigns. This Assignment constitutes the complete understanding among the parties, and no alteration or

modification of any of this Assignment's provisions will be valid unless made in a written instrument which all the parties sign.

12. **Applicable Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to the conflicts of law principles thereof that would apply the laws of another jurisdiction.

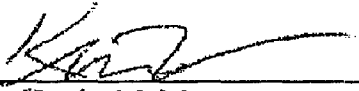
13. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Assignor and Buyer caused this Assignment of Intellectual Property Rights to be duly executed as of the date first written above.

BUYER:

Advanced Health Media, LLC

By: 

Name: Kevin McMurtry

Title: Chief Executive Officer

ASSIGNOR:

Advogent Group, Inc.

By: _____

Name:

Title:

TRADEMARK

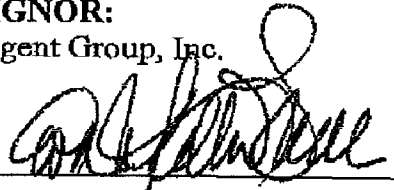
REEL: 004258 FRAME: 0253

IN WITNESS WHEREOF, the Assignor and Buyer caused this Assignment of Intellectual Property Rights to be duly executed as of the date first written above.

BUYER:
Advanced Health Media, LLC

By: _____
Name: Kevin McMurtry
Title: Chief Executive Officer

ASSIGNOR:
Advogent Group, Inc.

ZE By: 
Name: Eva M. Kalawski
Title: Vice President & Secretary

**Schedule A
Trademarks**

Hyper-Deck

vpatient

eclinical brief

TRADEMARK

REEL: 004258 FRAME: 0255

Schedule B
Domain Names

ABBOTTP3.COM
BAXTERPROMOPROGRAMS.COM
BAXTERSPEAKERS.COM
FACEBSPEAKERS.COM
LEADSPEAKERSONLINE.COM
IXPLORESPEAKERS.COM
MEDAPORTAL.COM
RACANDO.COM
NNPESOURCE.COM
ACHIEVINGREMISSION.COM
ACLEARCONVERSATION.COM
ADVOCATE-PROFILER.COM
ARMANDSCOTT.COM
ASTHMACEPROGRAMREQUEST.COM
BAXTERVLINKSYMPOSIUM.COM
BCSNETWORK.ORG
BLPGROUP.COM
BLPNET.COM
BORONLEPORE.COM
CKDCME.NET
CME-CE.COM
DERMATOLOGYSPEAKERTRAINING.COM
DOVERCOM.COM
FLEXPROGRAMS.COM
FORUMDIRECT.COM
HMSSLIDEKIT.COM
HYPER-DECK.COM
LYTICSSPEAKERSBUREAU.COM
MAJORDEPRESSIVEDISORDERNETWORK.COM
MEDICALOUTLOOK.COM
MEDICALOUTLOOK.NET
ONPOINTEMED.COM
ONPOINTEMED.NET
ONPOINTEMED.US
PRACTICOME.COM
PRACTICOMESOLUTIONS.COM
PSORIASISIMPACT.COM
RXRESOURCE.COM
SIIWEB.COM
SYLLON.COM
SYLLON.NET
SYQUENCE.COM
V-PATIENT.COM
XOLAIRSPEAKERDEVELOPMENT.COM
ADVOGENT.COM
ADVOGENT.NET
ADVOGENT.ORG
ADVONET.NET