

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 |
| Prime National Publishing Corporation | | 05/18/2007 | CORPORATION: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | Weston Medical Publishing, LLC | | |
| Street Address: | 470 Boston Post Road | | |
| City: | Weston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02493 | | |
| Entity Type: | CORPORATION: MASSACHUSETTS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76627341 | JOURNAL OF OPIOID MANAGEMENT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (508)898-1502 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 508-898-1501 | | |
| Email: | kchelini@mirickoconnell.com | | |
| Correspondent Name: | Mirick O'Connell DeMallie & Lougee, LLP | | |
| Address Line 1: | 1700 West Park Drive | | |
| Address Line 2: | Brian M. Dingman, Esq. | | |
| Address Line 4: | Westborough, MASSACHUSETTS 01581 | | |
| ATTORNEY DOCKET NUMBER: | 16910-00007 | | |
| NAME OF SUBMITTER: | Kathryn V. Chelini | | |
| Signature: | /Kathryn V. Chelini/ | | |

OP \$40.00 76627341

Date:

12/21/2010

Total Attachments: 5

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

source=Assignment#page5.tif

EXHIBIT A
BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS: PRIME NATIONAL PUBLISHING CORPORATION, a Massachusetts corporation, with offices at 470 Boston Post Road, Weston Massachusetts 02493 ("Seller"), for good and valuable consideration paid to it by **WESTON MEDICAL PUBLISHING, LLC** a Massachusetts corporation, with offices at 470 Boston Post Road, Weston, Massachusetts 02493 ("Buyer"), the receipt and sufficiency of which are hereby acknowledged by Seller, Seller does hereby sell, transfer, convey, and assign to Buyer, its successors and assigns, absolutely and forever, all of Seller's rights, titles, and interest of every kind and nature now known or which may later come into existence, throughout the world, in, to, and deriving from the Journals entitled

JOURNAL OF EMERGENCY MANAGEMENT, JOURNAL OF OPIOID MANAGEMENT, AMERICAN JOURNAL OF DISASTER MEDICINE, AMERICAN JOURNAL OF RECREATION THERAPY, ACTIVITIES DIRECTORS' QUARTERLY, HEALING MINISTRY, JOURNAL OF NEURODEGENERATION AND REGENERATION

(collectively the "Journals"), including, without limiting the generality of the foregoing, all of Seller's rights, titles, and interest in and to the following tangible and intangible assets wherever located (collectively, the "Assets"):

1. The title of the Journals, the Journals' trade dress, the mark(s) associated with the Journals listed on the "Trademark Schedule" attached hereto, and such other trademarks, trade names, service marks, logos, slogans, and designs used on or associated exclusively with the Journals, registered and unregistered, throughout the world (collectively, the "Trademarks"), in each case together with the good will of the Journals symbolized thereby, the right to recover for damages and profits for past infringements thereof, and all trademark registrations and trademark applications therefor filed with or issued by any governmental agency;
2. All copyrights in and to:
 - (a) all issues of the Journals published prior to the date hereof (the "Published Issues"); and
 - (b) the separate and independently authored works contained in the Published Issues and those intended for publication in any issue of the Journals to be published after the date hereof (collectively, the "Contributions"), to the extent same have been granted, transferred, assigned, or otherwise conveyed to Seller; together with all rights comprised in such copyrights now known or which may later come into existence to the maximum extent permitted under the U.S. Copyright Act or under the laws of any other relevant jurisdiction (subject only to the rights of owners of copyrighted material reproduced, or to be reproduced, in a Contribution by permission), all remedies afforded by law, and all copyright registrations and applications pertaining thereto issued by or filed with any governmental agency (collectively, the "Copyrights");
3. All claims and rights under the unexpired terms of the following contracts, agreements, arrangements, commitments or understandings (including all material related documentation) relating to the Journals in force as of the date hereof to which Seller is a party bound or subject (collectively, the "Assigned Contracts"):
 - (a) all subscription agreements with subscribers to the Journals;
 - (b) all copyright transfers, assignments, work-for-hire agreements, grant of rights, licenses, releases, and other agreements with authors of Contributions and other contributors to the Journals;
 - (c) all permissions and licenses granted by third parties to reproduce in the Journals copyrighted material from other sources as embodied in a Contribution;
 - (d) all permissions and licenses granted to third parties to reproduce copies of a Contribution or to reproduce excerpts from a Contribution in other works;
 - (e) advertisements intended for publication in any issue(s) of the Journals to be published after the date

- hereof; and
- (f) the agreements and contracts listed on the "Assigned Contracts Schedule" attached hereto.

To the extent that the assignment of any Assigned Contract shall require the consent of any other party, this Agreement shall not constitute a contract to transfer the same if any attempted transfer would constitute a breach thereof.

4. The complete list of the names and addresses of current subscribers to the Journals and, to the extent maintained by Seller, the names and addresses of expired and dropped subscribers (the "Subscriber Lists");
5. All related subscriber records for the Journals and accounting information to the extent maintained by Seller, such as, but not limited to, payment, billing, fulfillment, renewal history data, and subscriber correspondence (the "Subscriber Records");
6. All text, illustrations and other editorial materials, in any format or medium, in Seller's possession or control, prepared, submitted, considered, or accepted for publication in the Journals, such as, but not limited to, works in progress; accepted backlog materials; published and unpublished manuscripts of feature articles, reviews, editorials, commentaries, notes, abstracts, summaries, letters, news, announcements; and photographs, drawings, graphs, and other artwork (collectively, "Editorial Materials");
7. All production materials, in any format or medium, in Seller's possession or control, prepared or obtained for the Journals or for advertisements to be published in the Journals after the Closing Date, such as, but not limited to, digital files of the Contributions, cover artwork, proofs, mechanicals, camera ready artwork, color separations and transparencies, reproductions, films, schematics, reprints, and advertising copy (collectively, "Production & Advertising Materials");
8. All business and financial records, in any format or medium, pertaining to the Journals, including, without limitation, a list of the full names, addresses, and affiliations of all current editorial board members; all correspondence with editors, editorial board members, contributors, and others; subscription agent records; in-house marketing lists and promotional materials; and expired, terminated, or lapsed contracts and agreements; and all Journal advertising, reprint, and special sales records and accounting information to the extent maintained by Seller, such as billing, contact information, history, and related correspondence (collectively, "Business Records");
9. All copies of Published Issues in Seller's possession or control;
10. All websites and web address Uniform Resource Locators ("URLs") and the content contained therein relating to the Journals;
11. All orders for the Journals (such as, but not limited to, back issue, single copy, and reprint orders), prepaid and unpaid, remaining unfulfilled by Seller as of the date hereof;
12. All monies received by, on behalf of, or credited to Seller prior to the date hereof for:
 - (a) prepaid subscription fees attributable to issues of the Journals to be published after the date hereof (pro-rating annual or volume subscription fees, as applicable) ("Unearned Subscription Income");
 - (b) pre-paid Journals orders (such as, but not limited to, back issue, single copy, and reprint orders) remaining unfulfilled by Seller as of the date hereof ("Unearned Order Income"); and
 - (c) pre-paid advertising fees attributable to advertisements to be published in any issue(s) of the Journals to be published after the date hereof ("Unearned Advertising Income"); and

13. All monies received by, on behalf of, or credited to Seller on and after the date hereof with respect to any use, license, or other exploitation of the Journals or the Contributions, such as, but not limited to, subscriptions, renewals, licenses, reprints, permissions, back issue and single copy sales, and advertising fees, excluding only sums due Seller for subscriptions and orders fulfilled by Seller, but for which payment had not been received by Seller, prior to the date hereof.

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, for its own use and benefit forever.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized officer, as of this the 18th day of May

PRIME NATIONAL PUBLISHING CORPORATION

By: Eileen DeVito
Name: Eileen F. DeVito
Title: Pres

Acknowledgment STATE OF MA : COUNTY OF Middlesex
On the 18 day of May 2007, before me, Martha-Lynne Linnehan, personally appeared Eileen DeVito, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and who did acknowledge to me that (s)he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (Seal) My Commission Expires:



MARTHA-LYNNE LINNEHAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 17, 2011

EXHIBIT B
ASSIGNMENT OF TRADEMARKS

ASSIGNMENT made as of the 18 day of May, 2007, between PRIME NATIONAL PUBLISHING CORPORATION, a Massachusetts corporation, with offices at 470 Boston Post Road, Weston Massachusetts 02493 ("Assignor") to WESTON MEDICAL PUBLISHING, LLC a Massachusetts corporation, with offices at 470 Boston Post Road, Weston, Massachusetts 02493 ("Assignee").

WHEREAS, Assignor is the owner of five Journals and certain rights and tangible and intangible property pertaining thereto (the "Journals"), and has used on, and in connection with the business of, the Journals the following titles and trademarks: *JOURNAL OF EMERGENCY MANAGEMENT, JOURNAL OF OPIOID MANAGEMENT, AMERICAN JOURNAL OF DISASTER MEDICINE, AMERICAN JOURNAL OF RECREATION THERPY, ACTIVITIES DIRECTORS' QUARTERLY, HEALING MINISTRY, JOURNAL OF NEURODEGENERATION AND REGENERATION* and for each a particular cover trade dress, and those marks set forth on the attached Schedule A, and such other trademarks, trade names, service marks, logos, slogans, and designs used on or associated exclusively with the Journals, registered and unregistered, throughout the world (the "Trademarks"); and

WHEREAS, Assignee, in connection with acquiring all of Assignor's rights and tangible and intangible property pertaining to the Journals, desires to acquire all of the rights, title, and interest that Assignor may have in and to the Trademarks, registered and unregistered, and any registrations or applications for registration therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, and the right to recover damages and profits for past infringements thereof.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns unto Assignee, its legal representatives, successors, and assigns, all of Assignor's rights, title, and interest in and to the Trademarks, registered and unregistered, and any registrations and applications for registration therefor, for the United States and throughout the world together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, and the right to recover damages and profits for past infringements thereof.

Assignor shall, upon the request of Assignee, execute and deliver all papers, instruments, and assignments, and perform any other reasonable acts Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer and delivered as of the date hereof.

PRIME NATIONAL PUBLISHING CORPORATION

By: Eileen DeVito Name: Eileen F DeVito Title: ACS

EED
Acknowledgment STATE OF MA: COUNTY OF Norfolk On the 18 day of May, 2007, before me, Martha-Lynne Linnehan, personally appeared Eileen DeVito, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and who did acknowledge to me that (s)he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (Seal) My Commission Expires:



MARTHA-LYNNE LINNEHAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 17, 2011

Agreement between Prime National Publishing Corporation and Weston Medical Publishing LLC05/18/07 Page 22 of 25

TRADEMARK
REEL: 004438 FRAME: 0370

TRADEMARK SCHEDULE

(referenced in Section 1.1(a))

***JOURNAL OF EMERGENCY MANAGEMENT, JOURNAL OF OPIOID
MANAGEMENT AMERICAN JOURNAL OF DISASTER MEDICINE, AMERICAN
JOURNAL OF RECREATION THERAPY, ACTIVITIES DIRECTORS'
QUARTERLY, HEALING MINISTRY, JOURNAL OF NEURODGENERATION AND
REGENERATION***

I. Marks that are Unregistered and for which No Application for Registration is Pending in any Jurisdiction:

Mark: Copy of Mark (if design, symbol, logo, stylized typeface):

II. Marks Registered with the US Patent & Trademark Office or in any other Jurisdiction:

Mark: Registrant: Registration Date: US PTO Registration No.: Copy of Mark (if design, symbol, logo, stylized typeface):

III. Pending Applications for Registration with the US Patent & Trademark Office or any other Jurisdiction:

Mark: Applicant: Application Filing Date: US PTO Serial No.: Status: Copy of Mark (if design, symbol, logo, stylized typeface):