

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
AHC Media LLC		12/23/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as agent for and on behalf of the Lenders
Street Address:	1600 Market Street
Internal Address:	F2-F070-11-4
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3161121	FREECME.COM
Registration Number:	2925534	CME SELECT
Registration Number:	2369598	HEALTHCARE RISK MANAGEMENT
Registration Number:	1985865	BIOSCAN
Registration Number:	1813701	CONTRACEPTIVE TECHNOLOGY UPDATE
Registration Number:	1814914	CLINICAL CARDIOLOGY ALERT
Registration Number:	1813699	HOSPITAL EMPLOYEE HEALTH
Registration Number:	1810771	HOSPITAL HOME HEALTH
Registration Number:	1840497	AIDS ALERT
Registration Number:	1802091	BBI
Registration Number:	1650755	BIOWORLD
Registration Number:	1610318	AIDS GUIDE FOR HEALTH CARE WORKERS
Registration Number:	1334249	INFECTIOUS DISEASE ALERT

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Registration Number:	1334248	INTERNAL MEDICINE ALERT
Registration Number:	1373723	NEUROLOGY ALERT
Registration Number:	3147196	HOSPITAL INFECTION CONTROL
Registration Number:	3161120	FREECME
Registration Number:	1332083	OB/GYN CLINICAL ALERT

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	50279-30020
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	12/27/2010

Total Attachments: 9
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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of December 23, 2010, by and between AHC Media LLC, a Delaware limited liability company ("Assignor"), and PNC Bank, National Association, as agent for and on behalf of the Lenders identified (and as defined) in the Credit Agreement¹, ("Assignee") (collectively referred to herein as the "Parties").

WHEREAS, pursuant to the Asset Purchase Agreement dated September 21, 2010 (the "Agreement"), made by and among Thompson Publishing Holding Co., Inc., a Delaware corporation ("Parent"), TPG AES Holding Co., Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("TAH"), Thompson Publishing Group, Inc., a Delaware corporation and a wholly-owned subsidiary of TAH ("TPG"), Thompson Publishing Development, LLC, a Delaware limited liability company and a wholly-owned subsidiary of TPG ("TPD"), Alex eSolutions, Inc., a Delaware corporation and a wholly-owned subsidiary of TAH, d/b/a Sheshunoff Information Services and A.S. Pratt ("SIS"), AHC Media LLC, a Delaware limited liability company and a wholly-owned subsidiary of TAH ("AHC"), The Performance Institute, Inc., a Virginia corporation and a wholly-owned subsidiary of TAH ("TPI" and, together with TAH, TPG, TPD, SIS and AHC, the "Subsidiaries"; the Subsidiaries together with the Parent are referred to as the "Sellers") and PNC Bank, National Association, as agent for and on behalf of the Lenders identified (and as defined) in the Credit Agreement or its permitted successors and assigns ("Buyer"), Assignor assigned to Assignee all of Assignor's right, title and interest in Assignor's intellectual property throughout the world (the "Intellectual Property"), including, without limitation, any and all trademarks and trademark registrations and applications listed on the attached Schedule 1, which is incorporated herein by this reference, and all goodwill associated and connected therewith or symbolized thereby (collectively, referred to as the "Trademarks");

WHEREAS, pursuant to the Agreement, Assignee has acquired all of Assignor's right, title and interest in and to the Intellectual Property, including, without limitation, the Trademarks, and the Parties wish to record such acquisition in the U.S. Patent and Trademark Office, the Italian Patent and Trademark Office and all other applicable trademark offices where the Trademarks are registered or are the subject of pending applications for registration; and

WHEREAS, immediately following the transfer of the Intellectual Property, including, without limitation, the Trademarks, from Assignor to Assignee, Assignee intends to further transfer such assets to Thompson Media Group LLC.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

¹ "Credit Agreement" shall mean that certain Amended and Restated Credit Agreement by and among TPG AES Holding Co., Inc., as Borrower; the Financial Institutions identified therein as Lenders; PNC Bank, National Association as successor to National City Bank, as Administrative Agent and Sole Bookrunner; General Electric Capital Corporation, as Syndication Agent; and National City Bank and General Electric Capital Markets Inc., as Co-Lead Arrangers, dated as of July 6, 2007 and as amended, restated, supplemented or otherwise modified from time to time.

1. Pursuant to the Agreement, Assignor, as beneficial owner, hereby irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers to Assignee, without recourse, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill symbolized by the Trademarks, including, without limitation, the right to bring an action or proceeding at law or in equity or before any governmental authority for any past, present or future infringement, misappropriation, unauthorized use, dilution or violation of any of the Trademarks, or to prevent another person or entity from obtaining any trademark that might be detrimental to the rights assigned herein, and to collect all damages, awards, settlements and proceeds relating to the Trademarks, the registrations and applications for registration thereof, and all the benefit of the Trademarks. Assignor further consents to recordation of this Trademark Assignment by Assignee, including, without limitation, with the U.S. Patent and Trademark Office, the Italian Patent and Trademark Office and all other applicable trademark offices where the Trademarks are registered or are the subject of pending applications for registration.

2. Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including, without limitation, all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.

3. This Trademark Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Intellectual Property.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR

AHC MEDIA LLC

By: Kevin Ooley
Name: Kevin Ooley
Title: CFO, Secretary and Treasurer

LAI 1946742

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

[See attached.]

AHC Media LLC:**Active U.S. Trademark Registrations and Applications:**

Mark	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
FREECME.COM	AHC Media LLC	3,161,121	10/17/2006	Registered; Section 8 & 15 Declaration due 10/17/2012
CME SELECT	AHC Media LLC	2,925,534	2/8/2005	Registered; Section 8 & 15 Declaration due 2/8/2011
HEALTHCARE RISK MANAGEMENT	AHC Media LLC	2,369,598	7/18/2000	Registered; Renewal due 7/18/2020
BIOSCAN	AHC Media LLC	1,985,865	7/9/1996	Registered; Renewal due 7/9/2016
CONTRACEPTIVE TECHNOLOGY UPDATE	AHC Media LLC	1,813,701	12/28/1993	Registered; Renewal due 12/28/2013
CLINICAL CARDIOLOGY ALERT	AHC Media LLC	1,814,914	1/4/1994	Registered; Renewal due 1/4/2014
HOSPITAL EMPLOYEE HEALTH	AHC Media LLC	1,813,699	12/28/1993	Registered; Renewal due 12/28/2013
HOSPITAL HOME HEALTH	AHC Media LLC	1,810,771	12/14/1993	Registered; Renewal due 12/14/2013
AIDS ALERT	AHC Media LLC	1,840,497	6/21/1994	Registered; Renewal due 6/21/2014
BBI	AHC Media LLC	1,802,091	11/2/1993	Registered; Renewal due 11/2/2013
BIOWORLD	AHC Media LLC	1,650,755	7/16/1991	Registered; Renewal due 7/16/2011

Mark	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
AIDS GUIDE FOR HEALTH CARE WORKERS	AHC Media LLC	1,610,318	8/14/1990	Registered; Late renewal due 2/14/2011
INFECTIOUS DISEASE ALERT	AHC Media LLC	1,334,249	5/7/1985	Registered; Renewal due 5/7/2015
INTERNAL MEDICINE ALERT	AHC Media LLC	1,334,248	5/7/1985	Registered; Renewal due 5/7/2015
NEUROLOGY ALERT	AHC Media LLC	1,373,723	12/3/1985	Registered; Renewal due 12/3/2015
HOSPITAL INFECTION CONTROL	AHC Media LLC	3,147,196	9/26/2006	Registered; Section 8 & 15 Declaration due 9/26/2013
FREECME	AHC Media LLC	3,161,120	10/17/2006	Registered; Section 8 & 15 Declaration due 10/17/2013
OB/GYN CLINICAL ALERT	AHC Media LLC	1,332,083	4/23/1985	Registered; Renewal due 4/23/2015

Inactive U.S. Trademark Registrations and Applications:

Mark	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
AMERICAN HEALTH CONSULTANTS	AHC Media LLC	(78/831,029)	(3/7/2006)	Abandoned 12/30/2006
CE-WEB	AHC Media LLC	2,828,658	3/30/2004	Cancelled 11/5/2010
CESELECT	AHC Media LLC	2,737,533	7/15/2003	Cancelled 2/20/2010
BIOWORLD SNAPSHOTS	AHC Media LLC	2,698,215	3/18/2003	Cancelled 10/24/2009

Mark	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
TRAVEL MEDICINE ADVISOR	AHC Media LLC	2,634,592	10/15/2002	Cancelled 5/23/2009
TRAUMA REPORTS	AHC Media LLC	2,620,655	9/17/2002	Cancelled 5/16/2009
DIAGNOSTICS & IMAGING UPDATE	AHC Media LLC	2,619,140	9/10/2002	Cancelled 5/16/2009
CLINICAL ONCOLOGY ALERT	AHC Media LLC	2,614,819	9/3/2002	Cancelled 5/16/2009
HOSPICE MANAGEMENT ADVISOR	AHC Media LLC	2,614,818	9/3/2020	Cancelled 5/16/2009
ED NURSING	AHC Media LLC	2,603,182	7/30/2002	Cancelled 5/2/2009
BIO WORLD ONLINE	AHC Media LLC	2,597,285	7/23/2002	Cancelled 4/25/2009
PHYSICIANS GUIDE TO ALTERNATIVE MEDICINE	AHC Media LLC	2,596,352	7/16/2002	Cancelled 4/18/2009
HOSPITAL CASE MANAGEMENT	AHC Media LLC	2,584,096	6/18/2002	Cancelled 3/21/2009
CMEWEB	AHC Media LLC	2,571,104	5/21/2002	Cancelled 2/28/2009
MEDICAL ETHICS ADVISOR	AHC Media LLC	2,333,191	3/21/2000	Cancelled 10/22/2010
REHAB CONTINUUM REPORT	AHC Media LLC	2,436,370	3/20/2001	Cancelled 7/29/2008
ALTERNATIVE MEDICINE ALERT	AHC Media LLC	2,500,768	10/23/2001	Cancelled 7/25/2008

Mark	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
HEALTHCARE BENCHMARKS	AHC Media LLC	2,481,007	8/21/2000	Cancelled 5/23/2008
PATIENT EDUCATION BENCHMARKS	AHC Media LLC	2,454,560	5/29/2001	Cancelled 3/8/2008
ED LEGAL LETTER	AHC Media LLC	2,454,559	5/29/2001	Cancelled 3/8/2008
PATIENT FOCUSED CARE & SATISFACTION	AHC Media LLC	2,447,187	4/24/2001	Cancelled 1/26/2008
HOSPITAL ACCESS MANAGEMENT	AHC Media LLC	2,440,329	4/3/2001	Cancelled 1/5/2008
HOSPITAL MANAGEMENT & INFORMATION MANAGEMENT	AHC Media LLC	2,440,234	4/3/2001	Cancelled 1/5/2008
EMERGENCY MEDICINE ALERT	AHC Media LLC	2,375,203	8/8/2000	Cancelled 5/12/2007
TB MONITOR	AHC Media LLC	2,375,199	8/8/2000	Cancelled 5/12/2007
PEDIATRIC AND ADOLESCENT MEDICINE REPORTS	AHC Media LLC	2,351,057	5/16/2000	Cancelled 2/24/2007
GERIATRIC EMERGENCY MEDICINE REPORTS	AHC Media LLC	2,420,280	1/9/2001	Cancelled 10/13/2007
OCCUPATIONAL HEALTH MANAGEMENT	AHC Media LLC	2,397,409	10/24/2000	Cancelled 7/28/2007

Mark	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
DRUG UTILIZATION REVIEW	AHC Media LLC	2,397,405	10/24/2000	Cancelled 7/28/2007
RN ADVANCED PRACTICE ALERT	AHC Media LLC	2,393,003	10/10/2000	Cancelled 7/14/2007
CANCER RESEARCH ALERT	AHC Media LLC	2,428,849	2/13/2001	Cancelled 11/17/2007
SPORTS MEDICINE REPORTS	AHC Media LLC	2,386,635	9/12/2000	Cancelled 6/16/2007
ED MANAGEMENT	AHC Media LLC	2,282,889	10/5/1999	Cancelled 5/8/2010
SAME-DAY SURGERY	AHC Media LLC	2,280,917	9/28/1999	Cancelled 5/1/2010
BIOSCAN	AHC Media LLC	2,002,884	9/24/1996	Cancelled 6/30/2007
HOSPITAL PEER REVIEW	AHC Media LLC	1,075,518	10/18/1977	Expired
HOSPITAL ACCESS MANAGEMENT	AHC Media LLC	2,440,239	4/3/2001	Cancelled 1/5/2008