# 180207

# CH \$40.00

### 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
Charles Rait		11/19/2010	INDIVIDUAL: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Springer Publishing Company, LLC	
Street Address:	11 West 42nd Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10036	
Entity Type:	/pe: LIMITED LIABILITY COMPANY: NEW YORK	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1802076	NEONATAL NETWORK

### **CORRESPONDENCE DATA**

Fax Number: (212)310-1761

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2126264397

Email: nyctrademarks@bakermckenzie.com

Correspondent Name: April L. Rademacher

Address Line 1: 1114 Avenue of the Americas

Address Line 2: Baker & Mckenzie

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	56183108-4
NAME OF SUBMITTER:	April L. Rademacher
Signature:	/alr/
Date:	02/01/2011
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Total Attachments: 3

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> TRADEMARK REEL: 004465 FRAME: 0351

### TRADEMARK ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **CHARLES RAIT,** DBA Neonatal Network having offices at 1425 N. McDowell Blvd., Suite 105, Petaluma, CA 94954 ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, received from **SPRINGER PUBLISHING COMPANY, LLC,** a Limited Liability Company having offices at 11 West 42nd Street, 15th Fl, New York, NY 10036 ("Assignee"), and pursuant to a certain Purchase and Sale Agreement entered into as of November 19, 2010 by and between Assignor and Assignee (the "Purchase Agreement"), does hereby assign, transfer, deliver and set over to Assignee and Assignee's successors and assigns forever, and Assignee hereby acquires from Assignor, all of Assignor's right, title and interest in and to:

all trademarks, trade names, trade dress, service marks, brand names, domain names, logos, designs, business and product names, slogans and other names (and all registrations and applications for registration of the same) owned by Assignor, which are used primarily in connection with the Neonatal Network: The Journal of Neonatal Nursing (the "Journal"), the web site associated with the Journal (the "Web Site") and the business, as a going concern, involved in developing, maintaining, operating, publishing, marketing, selling, distributing and providing access to the Journal, Web Site and other products and services, including any conferences, summits and meetings sponsored by, relating to or derived from the Journal and the Web Site (the "Business"), including, without limitation, the trademark Neonatal Network: The Journal of Neonatal Nursing and all registrations and applications for registration therefor listed on Exhibit A hereto, together with the whole of the good will of the Business associated therewith, (the "Trademarks")

to be held and enjoyed by Assignee, successor to the Business to which the Trademarks pertain, which business is ongoing and existing, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns forever, at common law and/or to the end of the term or terms for which registration of the said Trademarks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment set forth herein not been made; together with all causes of action and the proceeds thereof in favor of Assignor heretofore accrued or hereafter accruing by reason of past infringement, dilution, misappropriation or other violation of the Trademarks, with the right to sue and collect damages for its own use and benefit, and for the use and on behalf of its successors or assigns.

Notwithstanding the foregoing, Assignor is not assigning hereunder any rights constituting Excluded Assets, as defined in the Purchase Agreement.

From and after the date hereof, Assignor shall, upon request and at the expense of Assignee, but without further consideration, do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered and filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably requested by Assignee to transfer, convey and assign to Assignee possession and use of the Trademarks to comply with all applicable legal requirements to effect such transfers, conveyances and assignments.

TRADEMARK REEL: 004465 FRAME: 0352 IN TESTIMONY WHEREOF, Assignor has caused this Assignment of Trademarks to be executed as of November 30, 2010.

By: Charles Rait

**DBA NEONATAL NETWORK** 

**TRADEMARK REEL: 004465 FRAME: 0353** 

# **EXHIBIT A**

# **TRADEMARKS**

App. Serial No. / Reg. No.	Trademark
Reg. No. 1802076	NEONATAL NETWORK

TRADEMARK REEL: 004465 FRAME: 0354

**RECORDED: 02/01/2011**