

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
TMP Directional Marketing, LLC		12/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ABMS Solutions, LLC		
Street Address:	222 N. LaSalle Street, Ste. 1500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75872932	CERTIFACTS ONLINE	
CORRESPONDENCE DATA			
Fax Number:	(312)876-0288		
Phone:	312-876-7100		
Email:	jlgrubner@arnstein.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Judith L. Grubner		
Address Line 1:	Arnstein & Lehr LLP		
Address Line 2:	120 S. Riverside Plaza, Ste. 1200		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	15913-0008 CERTIFACTS ONL		
NAME OF SUBMITTER:	Judith L. Grubner		
Signature:	/judith l grubner/		

OP \$40.00 75872932

Date:

01/26/2012

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Reference is made to that certain Asset Purchase Agreement dated December 5, 2011 (the "Purchase Agreement"), by and between TMP DIRECTIONAL MARKETING, LLC, a Delaware limited liability company, as Debtor-in-Possession under Case No. 11-13835 filed in the United States Bankruptcy Court for the District of Delaware ("Seller"), and ABMS SOLUTIONS, LLC, an Illinois limited liability company ("Purchaser"). Capitalized terms used in this Intellectual Property Assignment Agreement and not otherwise defined herein shall have the same meanings as used in the Purchase Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Seller has sold, assigned and transferred, and does hereby forever sell, assign, transfer, release and convey, to Purchaser and its successors and assigns, Seller's entire worldwide right, title and interest in and to the following (collectively, the "Intellectual Property"):

(a) the trade names, trademarks, trade dress and service marks (with related goodwill), including, without limitation, any and all registrations and rights to apply for registration, as listed on Exhibit A attached hereto and incorporated herein by reference;

(b) the domain names and URL addresses listed on Exhibit A; and

(c) all proceeds arising from or related to the above, and all rights associated therewith, including, without limitation, royalties, income, payments, claims, damages and proceeds of infringement suits, and the rights to sue for and remedies against any past, present or future infringements thereof and the rights of priority and protection of interests therein under applicable law.

2. Seller shall take such additional action as may be reasonably requested by Purchaser to effect this Intellectual Property Assignment Agreement, to cause the assignment it effects to be made of record, and to assist and cooperate with Purchaser in any proceedings involving the Intellectual Property to the extent that Seller is able to cooperate in the manner requested by Purchaser considering Seller's circumstances as Debtor-in-Possession in the above-referenced bankruptcy case and in the process of winding down its operations.

3. This Intellectual Property Assignment Agreement is, in all respects, subject to the provisions of the Purchase Agreement, and is not intended in any way to supersede, limit or qualify any provision thereof. To the extent any conflict or inconsistency exists between the provisions of this Intellectual Property Assignment Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

4. This Intellectual Property Assignment Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Delaware applicable to contracts made therein, without regard

to rules of conflicts of law. Purchaser and Seller agree that all disputes arising hereunder shall, prior to the issuance of a final decree from the Bankruptcy Court closing the Bankruptcy Case, be resolved by the Bankruptcy Court which shall have exclusive jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this Intellectual Property Assignment Agreement, and Purchaser expressly consents to and agrees not to contest such exclusive jurisdiction. If the Bankruptcy Court does not have or abstains from exercising such jurisdiction, Purchaser expressly consents to and agrees not to contest the non-exclusive jurisdiction of the courts of the State of Illinois and, to the extent permitted by applicable law, of any Federal Court, in each case located in Cook County, Illinois.

5. This Intellectual Property Assignment Agreement may be executed in counterparts and by electronic signature, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of December 30, 2011, to be effective upon Closing as provided under Section 4.3 of the Purchase Agreement.

SELLER:

TMP DIRECTIONAL MARKETING, LLC

By: 

Name: Jonathan J. Nash

Title: Chief Restructuring Officer

PURCHASER:

ABMS SOLUTIONS, LLC

By: _____

Name: Kevin Weiss, M.D.

Title: CEO

TRADEMARK

REEL: 004705 FRAME: 0074

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of December 30, 2011, to be effective upon Closing as provided under Section 4.3 of the Purchase Agreement.

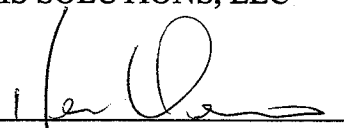
SELLER:

TMP DIRECTIONAL MARKETING, LLC

By: _____
Name: Jonathan J. Nash
Title: Chief Restructuring Officer

PURCHASER:

ABMS SOLUTIONS, LLC

By: 
Name: Kevin Weiss, M.D.
Title: CEO

**Exhibit A
Intellectual Property**

Domain Names	
www.Certifacts.org	
www.certifacts.com	
www.certifax.org	
www.certifieddoctor.com	
www.certifieddoctor.org	
www.certifieddoctors.com	
www.certifieddoctors.org	
www.certifiedphysican.com	
www.certifiedphysican.org	
www.tmpmedicallistings.com	
Trademarks	Reg./Ser. No.
TMP Medical Listings	N/A
Certifacts Online	75/872,932