

## 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
UBM Medica LLC		11/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	HMP Communications, LLC		
Street Address:	83 General Warren Blvd		
Internal Address:	Suite 100		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2983295	WHAT'S THE "TAKE HOME"?	
Registration Number:	3080644	WHAT'S THE "TAKE HOME"?	
Registration Number:	3455207	WHAT'S THE "TAKE HOME"?	
CORRESPONDENCE DATA			
Fax Number:	(609)896-1469		
Phone:	610.397.6518		
Email:	ipdocket@foxrothschild.com, lhassan@foxrothschild.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:	Lindette C. Hassan		
Address Line 1:	P.O. Box 5231		
Address Line 4:	Princeton, NEW JERSEY 08543-5231		
ATTORNEY DOCKET NUMBER:	30487.00002		

OP \$90.00 2983295

NAME OF SUBMITTER:	Lindette C. Hassan
Signature:	/Lindette C. Hassan/
Date:	02/01/2012
<b>Total Attachments: 5</b> source=Executed_Trademark_Assignment_-_WHATS_THE_TAKE_HOME#page1.tif source=Executed_Trademark_Assignment_-_WHATS_THE_TAKE_HOME#page2.tif source=Executed_Trademark_Assignment_-_WHATS_THE_TAKE_HOME#page3.tif source=Executed_Trademark_Assignment_-_WHATS_THE_TAKE_HOME#page4.tif source=Executed_Trademark_Assignment_-_WHATS_THE_TAKE_HOME#page5.tif	

## TRADEMARK ASSIGNMENT

This Assignment is made on this 4<sup>th</sup> day of November 2011 (the "Trademark Assignment") by and between UBM Medica LLC, a Delaware limited liability company ("Assignor"), and HMP Communications, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of April 15, 2011 by and between Assignor and Assignee (the "Asset Purchase Agreement"), Assignor has sold the Purchased Assets to Assignee, and in connection therewith, Assignor has sold all of its right, title, and interest in and to the Purchased Assets to Assignee, and in connection therewith, Assignor has agreed to assign, and Assignee has agreed to acquire, all Assignor's right, title and interest in and to all of the trademarks (including common law rights), trade names, service marks, trade dress, logos, trade names and corporate names, along with the goodwill associated therewith, included in the Purchased Assets, including but not limited to the trademarks listed on Exhibit A hereto, and all registrations, renewals and applications therefore, owned and used by Assignor (the "Trademarks"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, including all applications thereof and all goodwill pertaining thereto, the portion of the business of Assignor to which any intent-to-use application pertains to, and all rights to petition, sue, or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relation to any of the Trademarks, or any license, agreement, contract or other matter relating thereto, worldwide and forever.

This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and/or indemnifications provided in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are reasonably necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks, including, without limitation, all documents reasonably necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office, and reasonably assist in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the State of New York (without application of principles of conflicts of law).

This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

UBM MEDICA LLC  
Delaware limited liability company

HMP COMMUNICATIONS, LLC  
A Delaware limited liability company

By: Sally Shankland  
Name: Sally Shankland  
Title: CEO, US

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

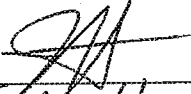
[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

UBM MEDICA LLC  
Delaware limited liability company

HMP COMMUNICATIONS, LLC  
A Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: JEFF HENNESSY  
Title: MANAGER

[Signature Page to Trademark Assignment Agreement]

PRV 1151318.2

TRADEMARK  
REEL: 004708 FRAME: 0974

EXHIBIT A

REGISTERED TRADEMARKS

Mark	Reg. No.	Jurisdiction	Registration date
WHAT'S THE "TAKE HOME"?	2983295	U.S. Federal	8/9/2005
WHAT'S THE "TAKE HOME"?	3080644	U.S. Federal	4/11/2006
WHAT'S THE "TAKE HOME"?	3455207	U.S. Federal	6/24/2008

PRV 1151318.2