

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Healthcare Communications Inc.		09/30/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	Intellisphere, LLC
Street Address:	666 Plainsboro Road
City:	Plainsboro
State/Country:	NEW JERSEY
Postal Code:	08536
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3097465	CONTAGION
Registration Number:	3137950	CONTAGION REPORTS, CASES, AND COMMENTARIES IN HIV AND INFECTIOUS DISEASE RESEARCH
Registration Number:	3422514	INVITED PRESENTATIONS OF PEER-REVIEWED CLINICAL RESEARCH
Registration Number:	3387139	INVITED PRESENTATIONS OF PEER-REVIEWED CLINICAL RESEARCH
Registration Number:	3263802	INVITED PRESENTATIONS OF PEER-REVIEWED RESEARCH
Registration Number:	3263803	INVITED PRESENTATIONS OF PEER-REVIEWED RESEARCH
Registration Number:	3422002	ONCOLOGY NURSING NEWS
Registration Number:	3455975	ONCOLOGY NURSING NEWS
Registration Number:	3387130	ONCOLOGY NURSING NEWS
Registration Number:	3681917	RAPID REPORTER

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Registration Number:	3681918	RAPID REPORTER
Registration Number:	3332951	TARGETED TREATMENT UPDATE
Registration Number:	3263822	THE AMERICAN JOURNAL OF HEMATOLOGY/ONCOLOGY
Registration Number:	3263823	THE AMERICAN JOURNAL OF HEMATOLOGY/ONCOLOGY
Registration Number:	3292313	THE AMERICAN JOURNAL OF HEMATOLOGY/ONCOLOGY
Registration Number:	3387138	INVITED PRESENTATIONS OF PEER-REVIEWED CLINICAL RESEARCH

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: shpulaski@shpulaskilaw.com

Correspondent Name: Shannon Hennessy Pulaski

Address Line 1: 14 Winding Creek Drive

Address Line 4: Millstone, NEW JERSEY 08535

NAME OF SUBMITTER:	Shannon Hennessy Pulaski
Signature:	/Shannon Hennessy Pulaski/
Date:	10/24/2012

Total Attachments: 7

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Exhibit B

Assignment of Trademarks in Connection with Asset Purchase Agreement

This Assignment of Trademarks (this "**Assignment**") is made on September 30, 2012 by U.S. Healthcare Communications, Inc., a corporation organized and existing under the laws of the state of Delaware, with its principal office located at 1521 Westbranch Dr., Suite 200 McLean, VA 22102, referred to herein as *Assignor*, in favor of Intellisphere, LLC, a limited liability company organized and existing under the laws of the state of Delaware, with its principal office locate at 666 Plainsboro Road, Suite 300, Plainsboro, New Jersey 08536, referred to herein as *Assignee*.

Whereas, Assignor is entering into an Asset Purchase and Sale Agreement (the "**Purchase Agreement**") contemporaneously with the execution of this Assignment; and

Whereas, among the assets to be transferred by Assignor to Assignee under the Purchase Agreement are the trademarks and trade dress set forth in **Schedule A** attached to this Assignment, hereinafter called the "**Marks**"; and

Whereas, Assignor warrants that it owns all rights, title and interests in the Marks and Assignor desires to assign all rights, title, and interests in and to the Marks to Assignee ("**All Rights in the Marks**"); and

Whereas, Assignee desires to accept Assignment of All Rights in the Marks, including the following:

1. U.S. trademark registration listed in the attached **Schedule A**;
2. U.S. trade dress used in connection with the registrations listed in the attached **Schedule A**;
3. All of the goodwill associated with the use of the Marks in **Schedule A**; and
4. All other rights, including common-law rights, relating to the Marks to the extent such rights exist.

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Purchase and Sale of Trademarks.** Assignor does now hereby agrees to sell, convey, transfer, and assign to Assignee, and Assignee hereby agrees to purchase from Assignor, upon the terms and conditions of this Agreement all of Assignor's rights, title, and interest in the Marks, including, but not limited to, all goodwill associated with the Marks, the Registration and all other rights or claims of every type and nature and whenever situated, real, personal, tangible, intangible, or contingent. The rights of Assignee at common law and to the end of the term or terms of which registration of the Marks may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its

successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; including all claims for royalties for licensing of the Marks and damages by reason of past infringements of the Marks, with the right to sue for and collect the same for its own use and benefit, for the use, benefit and on behalf of its successors, assigns and other legal representatives.

2. Execution of Documents. Assignor will (i) execute such additional documents as are necessary to defend, register, or otherwise give full effect to and perfect the rights of Assignee to the Marks; and (ii) take such further actions as Assignee may reasonably request in order to register and record this Assignment at the appropriate registries to demonstrate Assignee's title to the Marks.

3. Trademark Warranties. Assignor represents and warrants that: (a) it is the legal owner of the Marks; (b) it possesses the legal right and authority to enter into this Agreement and to transfer the ownership of the Marks to the Assignee; (c) the Marks are not the subject of a cancellation proceeding in the United States Patent and Trademark Office and no such proceeding has been threatened; (d) the Marks are currently in full force and effect and a § 8 Affidavit or Declaration of Use and a § 15 Affidavit or Declaration of Incontestability meeting all statutory and regulatory requirements were timely filed with the United States Patent and Trademark Office prior to the sixth anniversary of the registration of the Mark; and (e) it has not granted any licenses for the Marks to any third parties. Assignor further represents and warrants that: (a) it has not been threatened with, and is not currently a party to, any legal or administrative action alleging that the Assignor's use of the Marks infringes on the rights of another party or challenging ownership over the Marks; and (b) neither Assignor nor any parent, subsidiary, or affiliated company of Assignor has been notified that use of the Marks by Assignor or any parent, subsidiary, or affiliated company of Assignor violates the trademark or other rights of any third party.

4. Discontinuance. Immediately upon execution of this Agreement, Assignor will discontinue all use of the Marks. Assignor will not adopt or use any mark or name confusingly similar to that sold or which tends to dilute its distinctiveness.

5. Successors and Assigns. This Assignment shall be binding upon the successors and assigns of Assignors and Assignee.


6. Governing Law. The validity, interpretation, and performance of this Agreement shall be determined in accordance with the laws of the State of New Jersey without regard to its conflicts of law principle. The Parties hereto agree that any disputes, claims, disagreements, lawsuits, actions, or controversies of any type or nature whatsoever that directly or indirectly, arise from or relate to this Agreement, including without limitation, claims relating to the inducement, construction, performance or termination of this Agreement shall be brought in the state and federal courts located in Middlesex County, New Jersey, and the Parties hereto agree not to challenge venue in any such proceeding for any reason including, without limitation, on the grounds that venue is an inconvenient forum.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

WITNESS our signatures as of the day and date first above stated.

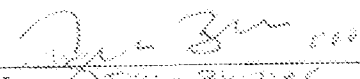
Assignor:

U.S. HEALTHCARE COMMUNICATIONS, INC.

By: 
Name: Christopher S. Lee
Title: President

Assignee:

INTELLISPHERE, LLC

By: 
Name: Stephanie Bunn
Title: COO, USA Administration

Schedule A

MARK	APPLICATION/ REGISTRATION No.	HISTORY & CURRENT STATUS
CONTAGION	Application No. 78/499,618 Registration No. 3,028,277	Filed 10/14/04 Registered 12/13/05 First use: 9/1/04 Lapsed – No Declaration of use filed.
CONTAGION	Application No. 78/499,621 Registration No. 3,097,465	Filed 10/14/04 Registered 5/30/06 First use: 9/1/04
<p>Contagion</p> <p>CONTAGION REPORTS, CASES, AND COMMENTARIES IN HIV AND INFECTIOUS DISEASE RESEARCH & Design</p>	Application No. 78/499,607 Registration No. 3,137,950	Filed 10/14/04 Registered 9/5/06 First use: 9/1/04
INVITED PRESENTATIONS OF PEER-REVIEWED CLINICAL RESEARCH	Application No. 77/263,992 Registration No. 3422514	Filed 8/24/07 Registered 5/6/08 First use: 8/1/06
INVITED PRESENTATIONS OF PEER-REVIEWED CLINICAL RESEARCH	Application No. 77/263,983 Registration No. 3,387,138	Filed 8/24/07 Registered 2/19/08 (Supplemental Register) First use: 8/1/06
INVITED PRESENTATIONS OF PEER-REVIEWED CLINICAL RESEARCH	Application No. 77/263,989 Registration No. 3,387,139	Filed 8/24/07 Registered 2/19/08 (Supplemental Register) First use: 8/1/06

MARK	APPLICATION/ REGISTRATION No.	HISTORY & CURRENT STATUS
INVITED PRESENTATIONS OF PEER-REVIEWED RESEARCH	Application No. 78/908,433 Registration No. 3,263,802	Filed 6/14/06 Registered 7/10/06 (Supplemental Register) First use: 8/1/06
INVITED PRESENTATIONS OF PEER-REVIEWED RESEARCH	Application No. 78/908,436 Registration No. 3,263,803	Filed 6/14/06 Registered 7/10/07 (Supplemental Register) First use: 8/1/06
ONCOLOGY NURSING NEWS	Application No. 77/253,321 Registration No. 3422002	Filed 8/13/07 Registered 5/6/08 First use: 4/26/07
ONCOLOGY NURSING NEWS	Application No. 77/270,395 Registration No. 3455975	Filed 9/3/07 Registered 6/24/08 (Supplemental Register) First use: 4/26/07
ONCOLOGY NURSING NEWS	Application No. 77/253,317 Registration No. 3,387,130	Filed 8/13/07 Registered 2/19/08 (Supplemental Register) First use: 4/26/07
RAPID REPORTER	Registration No. 3681917	Registered 9/15/09 (claiming a first use date of 3/27/07)
RAPID REPORTER	Registration No. 3681918	Registered 9/15/09 (claiming a first use date of 3/27/07)

MARK	APPLICATION/ REGISTRATION No.	HISTORY & CURRENT STATUS
TARGETED TREATMENT UPDATE	Application No. 77/037,195 Registration No. 3,332,951	Filed 11/6/06 Registered 11/6/07 (Supplemental Register) First use: 8/21/06
THE AMERICAN JOURNAL OF HEMATOLOGY/ ONCOLOGY	Application No. 78/920,846 Registration No. 3,263,822	Filed 6/30/06 Registered 7/10/07 (Supplemental Register) First use: 7/1/06
THE AMERICAN JOURNAL OF HEMATOLOGY/ ONCOLOGY	Application No. 78/920,863 Registration No. 3,263,823	Filed 6/30/06 Registered 7/10/07 (Supplemental Register) First use: 7/1/06
THE AMERICAN JOURNAL OF HEMATOLOGY/ ONCOLOGY	Application No. 78/920,855 Registration No. 3,292,313	Filed 6/30/06 Registered 9/11/07 First use: 7/1/06
THE AMERICAN JOURNAL OF ONCOLOGY REVIEW	Application No. 78/081,481 Registration No. 2,868,129	Filed 8/28/01 Registered 7/27/04 (Supplemental Register) <u>Lapsed</u> per client's instructions
THE AMERICAN JOURNAL OF ONCOLOGY REVIEW	Application No. 78/357,573 Registration No. 2,923,180	Filed 1/26/04 Registered 2/1/05 First use: 1/7/02 <u>Lapsed</u> per client's instructions
THE AMERICAN JOURNAL OF PULMONARY REVIEW	Application No. 78/225,490 Registration No. 2,815,922	Filed 3/14/03 Registered 2/17/04 (Supplemental Register) <u>Lapsed</u> per client's instructions

MARK	APPLICATION/ REGISTRATION No.	HISTORY & CURRENT STATUS
THE AMERICAN JOURNAL OF UROLOGY REVIEW	Application No. 78/135,108 Registration No. 2,765,944	Filed 6/12/02 Registered 9/16/03 (Supplemental Register) First use: 1/21/03 <u>Lapsed</u> per client's instructions
THE AMERICAN JOURNAL OF UROLOGY REVIEW	Application No. 78/357,583 Registration No. 2,919,137	Filed 1/26/04 Registered 1/18/05 First use: 1/21/03 <u>Lapsed</u> per client's instructions
THE CATALYST FOR TRANSFORMING KNOWLEDGE INTO TREATMENT	Application No. 76/387,577 Registration No. 2,686,111	Filed 3/25/02 Registered 2/11/03 First use: 1/7/02 In commerce: 1/23/02 <u>Lapsed</u> per client's instructions