

## 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
Culver & Theisen, Inc.		01/18/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Hospital Media Network, LLC		
Also Known As:	Health Media Network		
Street Address:	One Station Place		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	7755572	HMN	
Serial Number:	7755550	HEALTH MEDIA NETWORK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 358-4001		
Email:	chrisc@hmnads.com		
Correspondent Name:	Christopher J. Culver		
Address Line 1:	One Station Place		
Address Line 4:	Stamford, CONNECTICUT 06902		
NAME OF SUBMITTER:	Christopher J. Culver		
Signature:	/Christopher Culver/		
Date:	01/24/2013		

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Total Attachments: 4

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made and entered into as of January 18, 2013 by Culver & Theisen, Inc., a New York corporation ("*Assignor*"), for the benefit of Hospital Media Network, LLC, a Connecticut limited liability company ("*Assignee*").

WHEREAS, Assignor is wholly owned by Messrs. Christopher Culver and Paul Theisen;

WHEREAS, the Assignee is owned by Messrs. Christopher Culver and Paul Theisen;

WHEREAS, Assignor owns all right, title and interest in and to those trademarks, service marks, and trade names set forth on Schedule 1 hereto, including but not limited to the registrations thereof with the United States Patent and Trademark Office set forth on Schedule 1, and all other registrations thereof in the United States and any political subdivision thereof, and any foreign country, and all common law rights in and to said trademarks, service marks and trade names and all other trademarks, service marks and trade names at any time used by Assignor in connection with its business (the "*Assigned Trademarks*"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys, and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of its right, title, and interest in, to, and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present, and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

3. Waivers and Amendments. This Assignment may be amended, modified or supplemented, and any terms hereof may be waived, only by a written instrument executed by Assignor and Assignee.

4. Representations. Assignor has the authority to enter into and perform this Trademark Assignment and to execute and deliver all documents and instruments required herein. Assignor owns and is conveying to Assignees all of its rights, title and interests to the Assigned Trademarks, free and clear of all liens, mortgages, pledges, security interests, encumbrances or charges of any kind or description and upon consummation of the transaction contemplated herein good title in the Assigned Trademarks shall vest in Assignee free of all liens and other charges other than those existing in Assignee. Assignor has not previously assigned, transferred to any party, granted any rights or license, or otherwise disposed of any rights in, and that is owns and possess all rights, title and interest in the Assigned Trademarks. Assignor does not possess any actual knowledge of any existing threatened or known claims or liabilities relating to the Assigned Trademarks.


5. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee and their respective successors and assigns.

6. Governing Law. This Assignment is governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law principles of such State.

[Signature to appear on following page]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered as of the date first above written.

CULVER & THEISEN, INC.

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