

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
Cengage Learning, Inc.		11/28/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Healthcaresource HR, Inc.		
Street Address:	400 Trade Center West		
Internal Address:	Suite 3900		
City:	Woburn		
State/Country:	MASSACHUSETTS		
Postal Code:	01801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78755787	NETAUTHOR	
Serial Number:	78610705	NETCOMPETENCY	
Serial Number:	78756116	NETEXPRESS	
Serial Number:	78755938	NETLEARNING	
Serial Number:	78756095	NETMANAGER	
Serial Number:	78755860	NETNOTES	
Serial Number:	78759056	NETREVIEW	
CORRESPONDENCE DATA			
Fax Number:	6173957070		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-395-7000		
Email:	jlwtrademarks@lalaw.com		
Correspondent Name:	John L., Welch		

CH \$190.00 78755787

Address Line 1: Lando & Anastasi, LLP
Address Line 2: One Main Street, 11th Floor
Address Line 4: Cambridge, MASSACHUSETTS 02142

NAME OF SUBMITTER:	John L. Welch
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Signature:	/johnlwelch/
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Date:	02/07/2013
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS AGREEMENT is dated as of November 30, 2012.

WHEREAS, CENGAGE LEARNING, INC., a Delaware corporation (the "Assignor"), has adopted, acquired, used and is using, in a substantially exclusive and continuous manner the registered trademarks listed on Annex A, attached hereto and made a part hereof, and certain other unregistered trademarks (collectively, the "Trademarks"), in its NetLearning business, which business comprises the provision of healthcare learning management work-flow solutions to hospitals and physician practice groups with electronic training and competency management tools; and

WHEREAS, HEALTHCARESOURCE HR, INC., a Delaware corporation ("Assignee"), is desirous of acquiring all right, title and interest in and to said Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee, its successors and assigns, all of its right, title and interest, whether statutory or at common law, in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks in the United States and all countries throughout the world, and together with the right to sue and collect damages and/or profits for past, present and future infringements of the Trademarks, the intent hereof being to substitute Assignee in the place of Assignor.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States whose duty it is to record trademark registrations, applications and title thereto, and all similar authorities in other jurisdictions wherever applicable, to record the Trademarks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Agreement.

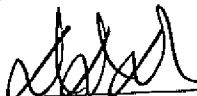
Assignor further agrees to execute such further documents as may be reasonably required to record Assignee as the owner of the Trademarks and registrations and applications herein assigned, solely at the cost of Assignee.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Counterparts of this Agreement (or applicable signature pages hereof) that are manually signed and delivered by facsimile transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

[Signature page follows.]

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

CENGAGE LEARNING, INC.

By: 
Name: Dean D. Durbin
Title: Chief Financial Officer

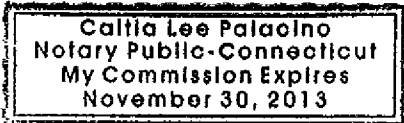
HEALTHCARESOURCE HR, INC.

By: _____
Name: Bryce Chicoyne
Title: Chief Financial Officer

STATE OF Connecticut }
COUNTY OF Fairfield } ss

On this 28th day of November, 2012, before me personally appeared Dean D. Durbin to me personally known, who, being duly sworn, did say that s/he is the Chief Financial Officer of Cengage Learning, Inc. and that s/he duly executed the foregoing instrument for and on behalf of Cengage Learning, Inc. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Caitie Lee Pal
Notary Public



STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2012, before me personally appeared _____ to me personally known, who, being duly sworn, did say that s/he is the _____ of HealthcareSource HR, Inc., and that s/he duly executed the foregoing instrument for and on behalf of HealthcareSource HR, Inc. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

CENGAGE LEARNING, INC.

By: _____
Name: Dean D. Durbin
Title: Chief Financial Officer

HEALTHCARESOURCE HR, INC.

By:  _____
Name: Bryce Chicoype
Title: Chief Financial Officer

Signature page to Trademark Assignment

TRADEMARK
REEL: 004957 FRAME: 0280

ANNEX A

List of Registered Trademarks

Trademark Name	App Number	Reg Number	TM Status	Country	File Date	Reg Date	Next Renewal Date	Client Name	Division
NETAUTHOR	78755787	3216645	Registered	USA	17-Nov-2005	06-Mar-2007	06-Mar-2017	Cengage Learning, Inc.	CPG GROUP
NETCOMPETENCY	78610705	3363231	Registered	USA	18-Apr-2005	01-Jan-2008	01-Jan-2018	Cengage Learning, Inc.	CPG GROUP
NETEXPRESS	78756116	3243876	Registered	USA	17-Nov-2005	22-May-2007	22-May-2017	Cengage Learning, Inc.	CPG GROUP
NETLEARNING	78755938	3246432	Registered	USA	17-Nov-2005	29-May-2007	29-May-2017	Cengage Learning, Inc.	CPG GROUP
NETMANAGER	78756095	3300332	Registered	USA	17-Nov-2005	25-Sep-2007	25-Sep-2017	Cengage Learning, Inc.	CPG GROUP
NETNOTES	78755860	3246429	Registered	USA	17-Nov-2005	29-May-2007	29-May-2017	Cengage Learning, Inc.	CPG GROUP
NETREVIEW	78759056	3216646	Registered	USA	22-Nov-2005	06-Mar-2007	06-Mar-2017	Cengage Learning, Inc.	CPG GROUP