

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Substitution of Agent for Secured Parties

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Royal Bank of Scotland PLC, as resigning Administrative and Collateral Agent of Lenders		02/15/2013	public limited company:

**RECEIVING PARTY DATA**

<b>Name:</b>	Toronto Dominion (Texas) LLC, as substitute Administrative and Collateral Agent of Lenders
<b>Street Address:</b>	c/o The Toronto Dominion Bank, 77 King Street West
<b>Internal Address:</b>	Royal Trust Tower, 18th Floor, Attention: Agency Administration
<b>City:</b>	Toronto, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5K 1A2
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	1759837	CLINICAL INSIGHTS
Registration Number:	2340807	CONFERENCE LINE
Registration Number:	2698608	DINNER DIALOGUES
Registration Number:	2653107	NATIONAL DIABETES EDUCATION INITIATIVE
Registration Number:	2950682	NATIONAL INITIATIVE ON PAIN CONTROL
Registration Number:	2846176	NCCA
Registration Number:	3190051	NCCH
Registration Number:	2381620	NDEI
Registration Number:	3142681	ONSITEINSIGHT
Registration Number:	2851308	PAIN MANAGEMENT TODAY
Registration Number:	3138803	PERSPECTIVES IN HYPERTENSION

OP \$465.00 1759837

Registration Number:	3099701	PPS
Registration Number:	3158555	PRCI
Registration Number:	1866010	PROFESSIONAL POSTGRADUATE SERVICES
Registration Number:	2103713	SCIENTIFIC CONNEXIONS
Registration Number:	2046205	SCIENTIFIC CONNEXIONS
Serial Number:	78789507	CCMD
Serial Number:	77106167	KNOWLEDGEPOINT360

**CORRESPONDENCE DATA**

Fax Number: 4045818330  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 404-581-8275  
Email: srbrown@jonesday.com  
Correspondent Name: Sidney R. Brown, Jones Day  
Address Line 1: 1420 Peachtree Street, NE  
Address Line 2: Suite 800  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 927268-600029

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Sidney R. Brown

Signature: /Sidney R. Brown/

Date: 02/15/2013

Total Attachments: 7  
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Agreement”) dated as of February 15, 2013 (the “Effective Date”), is made by and between THE ROYAL BANK OF SCOTLAND PLC (the “Assignor”) as the resigning collateral agent (in such capacities, the “Existing Agent”) under the Credit Agreement (as defined below), and Toronto Dominion (Texas) LLC (the “Assignee”).

**WHEREAS**, KnowledgePoint 360 Group, LLC, TME UK AcquisitionCo Limited, KnowledgePoint360 Parent Holdings, LLC (“Holdings”), certain subsidiaries of KnowledgePoint360 Parent Holdings, LLC, the Lenders party thereto from time to time, The Royal Bank of Scotland plc, as administrative agent and collateral agent, RBS Securities Corporation and TD Securities (USA) LLC, as lead arrangers and bookrunners and TD Securities (USA) LLC, as syndication agent entered into that certain Amended and Restated First Lien Credit and Guaranty Agreement (the “Credit Agreement”), dated as of April 13, 2007, as amended and restated as of April 26, 2007.

**WHEREAS**, the Assignor as the Collateral Agent under that certain First Lien Pledge and Security Agreement, dated as of April 13, 2007, by and among TME Parent Holdings, LLC, TME US Intermediate Holdings, LLC, TME Acquisition Holdings, LLC, certain subsidiaries of Holdings and The Royal Bank of Scotland plc, as collateral agent (as amended, modified, restated or supplemented, the “First Lien Security Agreement”) has been granted security interests in the Intellectual Property identified on Schedule A attached hereto;

**WHEREAS**, the Assignor and the Assignee have entered into that certain Agency Assignment and Amendment Agreement, dated as of December 26, 2012 and effective as of February 15, 2013 (the “Assignment Agreement”), pursuant to which the Assignor as the Existing Agent has resigned as Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents and the Assignee has been appointed as successor Administrative Agent and successor Collateral Agent under the Credit Agreement and the other Loan Documents (in such capacities, the “Successor Agent”);

**WHEREAS**, as of the Resignation Effective Date (as defined in the Assignment Agreement), pursuant to the terms of the Assignment Agreement, the Existing Agent assigns to the Successor Agent each of the Liens and security interests granted to the Existing Agent under the Loan Documents and the Successor Agent assumes all such Liens, for its benefit and for the benefit of the Secured Parties;

**WHEREAS**, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Assignment Agreement; and

**NOW, THEREFORE**, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby confirms that all right, title and interest in and to the security interests and each of the Liens granted to the Assignor under the Loan Documents,

including, without limitation, the security interest and Liens granted to the Assignor in the Intellectual Property identified in Schedule A have been conveyed, assigned and transferred to Assignee and its successors with all goodwill associated therewith, and to the extent that any such right, title or interest has not been so conveyed, assigned and transferred, Assignor hereby conveys, assigns and transfers to Assignee all such right, title and interest in and to such security interests and Liens in the Intellectual Property identified in Schedule A (the "Assignment").


2. Purpose. This Agreement has been executed and delivered by the Assignor for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assignment. The Assignment confirmed herein has been assigned in connection with the Assignment Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Assignment Agreement, the terms of the Assignment Agreement shall control.

3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.


**[Remainder of page intentionally left blank; signature pages to follow]**

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

**THE ROYAL BANK OF SCOTLAND PLC,**  
as Assignor

By:   
Name: Deborah DeSantis  
Title: Managing Director

Toronto Dominion (Texas) LLC,  
as Assignee

By:   
Name: **BEBI YASIN**  
Title: **AUTHORIZED SIGNATORY**

**SCHEDULE A**

**U.S. REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
ADVANCED HEALTHMARKET RESEARCH	2,892,028*	October 5, 2004	KnowledgePoint360 Group, LLC
CLINICAL INSIGHTS	1,759,837	March 23, 1993	KnowledgePoint360 Group, LLC
CME BRIEFING	2,686,152*	February 11, 2003	KnowledgePoint360 Group, LLC
CME ISSUES & INSIGHTS	2,854,440*	June 15, 2004	KnowledgePoint360 Group, LLC
CONFERENCE LINE	2,340,807	April 11,2000	KnowledgePoint360 Group, LLC
CONTROLLING PAIN, IMPROVING LIVES	2,948,615*	May 10, 2005	KnowledgePoint360 Group, LLC
Design of IHEI	2,539,216*	February 19,2002	KnowledgePoint360 Group, LLC
DIAGNOSTIC CONFERENCES	2,633,504*	October 8, 2002	KnowledgePoint360 Group, LLC
DINNER DIALOGUES	2,698,608	March 18, 2003	KnowledgePoint360 Group, LLC
EVIDENT	2,689,196*	February 18, 2003	KnowledgePoint360 Group, LLC
HEADACHE MANAGEMENT TODAY	3,054,411*	January 31, 2006	KnowledgePoint360 Group, LLC
HYPERTENSION MANAGEMENT	2,513,549*	November 27, 2001	KnowledgePoint360 Group, LLC
IMPROVE	2,778,420*	October 28,2003	KnowledgePoint360 Group, LLC
LECTURE RESOURCE LIBRARY	1,436,381*	April 14, 1987	KnowledgePoint360 Group, LLC
NAAAC	2,887,135*	September 21,2004	KnowledgePoint360 Group, LLC
NATIONAL CAMPAIGN FOR INFLUENZA PREVENTION NCIP	2,872,070*	August 10, 2004	KnowledgePoint360 Group, LLC
NATIONAL CAMPAIGN TO CONTROL ACNE	2,863,836*	July 13, 2004	KnowledgePoint360 Group, LLC
NATIONAL DIABETES EDUCATION INITIATIVE	2,653,107	November 26, 2002	KnowledgePoint360 Group, LLC

Schedule A  
Intellectual Property Assignment Agreement

Trademark	Registration No.	Registration Date	Owner
NATIONAL HYPERTENSION EDUCATION INITIATIVE	2,705,743*	April 15, 2003	KnowledgePoint360 Group, LLC
NATIONAL INITIATIVE FOR LYMPHOMA EDUCATION (NICE)	3,052,427*	January 31, 2006	KnowledgePoint360 Group, LLC
NATIONAL INITIATIVE FOR RHEUMATOID ARTHRITIS	2,882,456*	September 7, 2004	KnowledgePoint360 Group, LLC
NATIONAL INITIATIVE IN SEPSIS EDUCATION & Design	2,936,586*	March 29, 2005	KnowledgePoint360 Group, LLC
NATIONAL INITIATIVE ON PAIN CONTROL	2,950,682	May 10, 2005	KnowledgePoint360 Group, LLC
NATIONAL LIPID EDUCATION COUNCIL	2,708,092*	April 15, 2003	KnowledgePoint360 Group, LLC
NCCA	2,846,176	May 25, 2004	KnowledgePoint360 Group, LLC
NCCH	3,190,051	December 26, 2006	KnowledgePoint360 Group, LLC
NDEI	2,381,620	August 29, 2000	KnowledgePoint360 Group, LLC
NHEI	2,548,958*	March 19, 2002	KnowledgePoint360 Group, LLC
NILE	2,991,561*	September 6, 2005	KnowledgePoint360 Group, LLC
NIRA	2,882,455*	September 7, 2004	KnowledgePoint360 Group, LLC
NLEC	2,521,677*	December 25, 2001	KnowledgePoint360 Group, LLC
OBSERVE STUDIES	2,931,269*	March 8, 2005	KnowledgePoint360 Group, LLC
ONSITEINSIGHT	3,142,681	September 12, 2006	KnowledgePoint360 Group, LLC
OSTEO NEW OUTLOOKS AND STRATEGIES IN THE TREATMENT	2,652,913*	November 19, 2002	KnowledgePoint360 Group, LLC
PAIN MANAGEMENT TODAY	2,851,308	June 8, 2004	KnowledgePoint360 Group, LLC
PERSPECTIVES IN HYPERTENSION	3,138,803	September 5, 2006	KnowledgePoint360 Group, LLC
PPS	3,099,701	June 6, 2006	KnowledgePoint360 Group, LLC
PRCI	3,158,555	October 17, 2006	KnowledgePoint360 Group, LLC
PROFESSIONAL POST GRADUATE SERVICES	1,866,010	December 6, 1994	KnowledgePoint360 Group, LLC
PW INTERCONFERENCE & Design	2,533,503*	January 29, 2002	KnowledgePoint360 Group, LLC



Schedule A  
Intellectual Property Assignment Agreement

Trademark	Registration No.	Registration Date	Owner
SCIENTIFIC CONNEXIONS	2,103,713	October 7, 1997	Scientific Connexions, Inc.
SCIENTIFIC CONNEXIONS	2,046,205	March 18, 1997	Scientific Connexions, Inc.
SPECTRUM OF INSULIN RESISTANCE: CLINICAL IMPLICATIONS	2,499,567*	October 23, 2001	KnowledgePoint360 Group, LLC
THE ALGORITHM JOURNAL & Design	1,462,770*	October 27, 1987	KnowledgePoint360 Group, LLC
THE CLEAR PERSPECTIVE	2,849,043*	June 1, 2004	KnowledgePoint360 Group, LLC

\*These registrations are cancelled.

**U.S. TRADEMARK APPLICATIONS**

Trademark	Application No.	Application Date	Owner
CCMD	78,789,507	January 11, 2006	KnowledgePoint360 Group, LLC
CMDMANAGEMENT	78,798,873*	January 25, 2006	KnowledgePoint360 Group, LLC
COMMITTEE ON CARDIOVASCULAR AND METABOLIC DISEASE	77,060,982*	December 11, 2006	KnowledgePoint360 Group, LLC
PEDIATRIC RESPIRATORY CARE INITIATIVE	78,763,349*	November 30, 2005	KnowledgePoint360 Group, LLC
KNOWLEDGEPOINT360	77,106,167	February 13, 2007	KnowledgePoint360 Group, LLC

\*These applications are abandoned.