

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
RDR Communications, I.L.C.		11/14/2013	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Rare Disease Healthcare Communications, LLC		
Street Address:	666 Plainsboro Road		
Internal Address:	Suite 300		
City:	Plainsboro		
State/Country:	NEW JERSEY		
Postal Code:	08536		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4412510	RARE DISEASE REPORT	
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>			
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:	03/02/2014		
Total Attachments: 3 source=Rare Disease Report TM Assignment#page1.tif source=Rare Disease Report TM Assignment#page2.tif source=Rare Disease Report TM Assignment#page3.tif			

OP \$40.00 4412510

Trademark Assignment

This Assignment of Trademarks (this “**Assignment**”) is made on November 14, 2013 by RDR Communications, LLC, a limited liability company organized and existing under the laws of the state of ___NY___, referred to herein as *Assignor*, in favor of Rare Disease Healthcare Communications, LLC, a limited liability company organized and existing under the laws of the state of New Jersey, with its principal office locate at 666 Plainsboro Road, Suite 300, Plainsboro, New Jersey 08536, referred to herein as *Assignee*.

Whereas, Assignee is desirous of acquiring the trademark and trade dress associate with the trademark RARE DISEASE REPORT hereinafter called the “**Mark**”; and

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

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

1. U.S. Trademark Registration No. 4,412,510;
2. U.S. trade dress used in connection with the registration listed above;
3. All of the goodwill associated with the use of the Mark; and
4. All other rights, including common-law rights, relating to the Mark 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 Trademark. 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 Mark, including, but not limited to, all goodwill associated with the Mark, 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 Mark 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 Mark and damages by reason of past infringements of the Mark, 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 Mark; 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 Mark.

3. Trademark Warranties. Assignor represents and warrants that: (a) it is the legal owner of the Mark; (b) it possesses the legal right and authority to enter into this Agreement and to transfer the ownership of the Mark to the Assignee; (c) the Mark 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 Mark are currently in full force and effect; and (e) it has not granted any licenses for the Mark 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 Mark infringes on the rights of another party or challenging ownership over the Mark; and (b) neither Assignor nor any parent, subsidiary, or affiliated company of Assignor has been notified that use of the Mark 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 Mark. Assignor agrees that it will not use the Mark on any goods and/or services or as a trade name in the future. 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. Any controversy, dispute or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by a single neutral arbitrator located in New Jersey to be agreed between the parties (such as a retired state court or federal judge) and conducted in accordance with the Commercial Rules of the American Arbitration Association ("AAA"). The arbitration shall not be conducted through or filed with the AAA. An award of arbitration may be confirmed in a court of competent jurisdiction.

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:

RDR Communications, LLC



By: _____

Name: James Radke

Title: Co-Founder

Assignee:

Rare Disease Healthcare Communications, LLC

By: _____

Name: Neil Glasser

Title: CFO