

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304501

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KnowledgePoint360 Group, LLC		03/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TGaS Advisors, LLC		
<b>Street Address:</b>	301 East Germantown Pike		
<b>City:</b>	East Norriton		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19401		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3466582	PHARMASTANCE	
<b>Registration Number:</b>	3132500	HOW DO OTHER PHARMACEUTICAL COMPANIES DO	
<b>Registration Number:</b>	3135459	TGAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-862-6371		
<b>Email:</b>	michelle.nowicki@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	35173-293 RMP		
<b>NAME OF SUBMITTER:</b>	RENEE M. PRESCAN		
<b>SIGNATURE:</b>	/RENEE M. PRESCAN/		
<b>DATE SIGNED:</b>	05/14/2014		
<b>Total Attachments: 10</b>			
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is made as of March 6, 2014, by and among the Group Companies, KnowledgePoint360 US Intermediate Holdings, LLC, a Delaware limited liability company (the “**US Seller**”), KnowledgePoint360 UK HoldCo Limited, a private company limited by shares incorporated under the laws of England and Wales (“**UK Seller**” and, together with the US Seller, the “**Sellers**” and each, a “**Seller**”), KnowledgePoint 360 Group, LLC, a Delaware limited liability company (the “**US Target**”), KnowledgePoint 360 UK AcquisitionCo Limited, a private company limited by shares incorporated under the laws of England and Wales (the “**UK Target**” and, together with the US Target, the “**Targets**” and each a “**Target**”), and TGaS Advisors, LLC, a Delaware limited liability company (“**TGaS**”). The Sellers and Targets are referred to herein, collectively, as “**Assignors**” and each individually as an “**Assignor**”.

### STATEMENT OF PURPOSE

The Sellers and Targets are parties to that certain Securities Purchase Agreement, dated as of February 26, 2014 (as amended, supplemented or otherwise modified from time to time in accordance therewith, the “**Purchase Agreement**”) by and among the Sellers, the Targets, Magna Healthcare, Inc., a Delaware corporation (the “**US Buyer**”) and United Drug (UK Holdings Limited), a private company limited by shares organized under the laws of England and Wales (the “**UK Buyer**” and, together with the US Buyer, the “**Buyers**”), pursuant to which the Buyers have agreed to purchase all of the outstanding equity securities of the Targets from Sellers on the Closing Date on the terms and conditions set forth therein.

Pursuant to Section 7.2(n) of the Purchase Agreement and as a condition to the obligations of Buyers to consummate the Transactions, Sellers are required to consummate the TGaS Divestiture and, in effectuating the foregoing, (i) to lawfully transfer or assign, or cause to be lawfully transferred or assigned by the Group Companies to TGaS, the Transferred Assets and (ii) to cause TGaS to assume the Assumed Liabilities (collectively, the “**Spin-Off Assets and Liabilities**”).

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

1. Definitions. Capitalized terms used herein but not otherwise defined herein (including the terms TGaS Assets and TGaS Liabilities) shall have the meanings ascribed to such terms in the Purchase Agreement.

“Employment Agreements” means (i) the Employment Agreement by and between KnowledgePoint360 Group, LLC and Stephen E. Gerard dated October 1, 2010 and First Amendment to Employment Agreement dated April 3, 2013, and (ii) the Employment Agreement by and between KnowledgePoint360 Group, LLC and Jonathan L. Bigelow dated April 13, 2007 and First Amendment to Employment Agreement dated December 21, 2008, in each case as in effect from time to time.

“Shared Contracts” means, collectively, each of the (i) Global Agency Master Services Agreement dated November 30, 2008 between Pfizer Inc. and Knowledge Point 360 Parent Holdings, LLC, as amended, (ii) Master Consultant Services Agreement dated February 15, 2010 with Purdue Pharma L.P., and (iii) Master Consultant Services Agreement, dated as of July 2, 2012 with Sunovion Pharmaceuticals Inc., in each case as in effect from time to time.

2. Assignment of TGaS Assets; Excluded Assets. Effective immediately prior to the Closing Date, each Assignor hereby sells, assigns, transfers and conveys to TGaS, and TGaS hereby purchases, acquires and accepts on the date hereof, all of such Assignor's right, title and interest in and to the TGaS Assets free and clear of all Liens to the extent not arising from or related to a TGaS Liability. For the avoidance of doubt, the TGaS assets (a) shall include, without limitation, the assets identified on Schedule I hereto and (b) shall exclude the following assets: (i) any cash, cash equivalents or marketable securities, (ii) the Shared Contracts, (iii) any equity securities of any Person, (iv) any insurance policies or rights, claims or causes of action thereunder except to the extent primarily related to the TGaS Assets, (v) any Employee Benefit Plans including any assets relating thereto, (vi) any rights, claims and causes of action relating to any Excluded Asset (as defined below); (vii) any rights of Assignors under this Agreement or the Purchase Agreement, and (viii) any other assets of the Assignors or their Affiliates that are not primarily related to, or primarily used or held for use in the conduct of, the TGaS Business (collectively, the "**Excluded Assets**"). The assets assigned to TGaS hereunder shall be referred to herein, collectively, as the "**Transferred Assets**". TGaS acknowledges that each Assignor hereby disclaims any and all representations and warranties, express or implied, relating to the Transferred Assets or to the Assumed Liabilities.

[Redacted]

[Redacted]

5. Effectiveness. Unless otherwise specified herein with respect to a specific matter, the actions called for herein shall become effective as of 12:01 a.m. Eastern Time on the date hereof. Each matter set out herein shall be deemed done at the time called for herein without further action by any party.

6. Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any party without the prior written consent of the other parties, and any such assignment without such prior written consent shall be null and void; provided, that in each case, no such assignment shall limit the assignor's obligations hereunder.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of New York.

10. Interpretation. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement or in any Schedule are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The Schedules and the recitals set forth in the Statement of Purpose of this Agreement are incorporated herein by reference and made a part hereof. This Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision in this Agreement. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require. Any capitalized terms used in the Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement. The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation", unless otherwise specified. All references to "dollars" or "\$" in this Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Nothing herein shall be interpreted to limit or supersede any party's rights under the Purchase Agreement.

11. Time of Essence. Time is of the essence with regard to all dates and time periods set forth or referred to in this Agreement.

12. Consent to Jurisdiction. Each of the Parties (i) submits to the exclusive jurisdiction of any state or federal court sitting in the state and county of New York, in any action or proceeding arising out of or relating to this Agreement, (ii) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court and (iii) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto. Each Party agrees that service of summons and complaint or any other process that might be served in any action or proceeding may be made on such Party by sending or delivering a copy of the process to the Party to be served at the address of the Party. Nothing in this Section 12, however, shall affect the right of any Party to serve legal process in any other manner permitted by law. Each Party agrees that a final, non-appealable judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law.

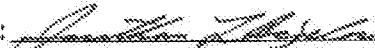
13. Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed on behalf of each party.

14. Purchase Agreement. Notwithstanding anything to the contrary set forth herein, no term or provision of this Agreement shall be deemed to supersede, or to limit, the provisions of Section 9.2(c) of the Purchase Agreement.

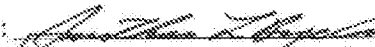
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

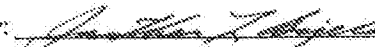
**KNOWLEDGEPOINT360 US INTERMEDIATE HOLDINGS, LLC**

By:   
Name: Jonathan L. Bigelow  
Title: CEO

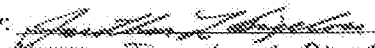
**KNOWLEDGEPOINT360 GROUP (HOLDINGS), LIMITED**

By:   
Name: Jonathan L. Bigelow  
Title: CEO

**KNOWLEDGEPOINT360 GROUP, LLC**

By:   
Name: Jonathan L. Bigelow  
Title: CEO

**KNOWLEDGEPOINT 360 UK ACQUISITION CO LIMITED**

By:   
Name: Jonathan L. Bigelow  
Title: CEO

*(Assignment and Assumption Agreement)*

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112105-85831



TGaS ADVISORS, LLC

By: *Jonathan C. Bigelow*  
Name: *Jonathan C. Bigelow*  
Title: *CEO*

*[Assignment and Assumption Agreement]*

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112105-89001

**TRADEMARK**  
**REEL: 005280 FRAME: 0051**

**Schedule 1**  
**Transferred Assets**

1. All equipment, machinery, furniture, fixtures, improvements, computers and computer equipment, furnishings, inventory, parts and spare parts, tools, molds and other tangible personal property, including all office equipment or supplies to the extent owned or leased by the Assignors and physically located in the TGaS Business headquarters ("**TGaS Facility**") at 301 East Germantown Pike, East Norriton, PA 19401.
2. The Intellectual Property identified on Annex A to this Schedule.
3. The Contracts identified on Annex B to this Schedule (which, for the avoidance of doubt, include the Employment Agreements and the TGaS APA).
4. All accounts receivable, deposits and prepaid expenses to the extent related exclusively to the TGaS Business.
5. All Permits relating primarily to the TGaS Business, but only to the extent transferable to TGaS.
6. To the extent located at the TGaS Facility or otherwise primarily related to the TGaS Business, all files, operating data, books of account, general, financial and Tax (other than income Tax) records, personnel records of the TGaS Employees, invoices, shipping records, customer lists, supplier or vendor lists, price lists, mailing lists, catalogs, sales promotion literature, advertising materials, brochures, standard forms of documents, manuals of operations or business procedures, research materials, Contracts, instruments, filings, administrative and pricing manuals, correspondence, memoranda, plats, architectural plans, surveys, title insurance policies, drawings, plans and specifications, environmental reports, zoning reports, maintenance or service records, soil tests, engineering reports, expired purchase orders, operating records, operating safety manuals, and other material and documents, books, records and files (whether or not in the possession of Assignor or its representatives, stored in hardcopy form or on magnetic, optical or other media) and any rights thereto owned, associated with or employed by Assignors in the conduct of the TGaS Business or otherwise primarily related to the Transferred Assets or the Assumed Liabilities (collectively, the "Books and Records").
7. All rights to causes of action, lawsuits, judgments, claims and demands of any nature in favor of Seller to the extent primarily related to the TGaS Business, the Transferred Assets or the Assumed Liabilities.
8. To the extent transferable to TGaS, all guarantees, warranties, indemnities and similar rights in favor of Assignors to the extent primarily related to the TGaS Business, the Transferred Assets or the Assumed Liabilities.
9. All of the Assignor's goodwill in, and going concern value of, the operation of the TGaS Business.
10. All other assets, properties, rights and claims of Assignor of any kind or nature which are primarily related to the TGaS Business, which are used in or held for use primarily in the TGaS Business, or which relate to the Transferred Assets (in each case, other than the Excluded Assets) not otherwise described above.

**Annex A**  
**Intellectual Property**

**Patents**

<b>Group Company</b>	<b>Title</b>	<b>Country</b>	<b>Status</b>	<b>Serial No./ Filing Date</b>	<b>Patent. No./ Issuance Date</b>
KnowledgePoint360 Group, LLC	ORGANIZATION AND PEER SET METRIC FOR GENERATING AND DISPLAYING BENCHMARKING INFORMATION	United States	Issued	12/414292 03/30/2009	8606623 B1 12/10/2013

**Trademarks**

<b>MARK</b>	<b>FILED</b>	<b>APP #</b>	<b>REG DT</b>	<b>Reg#</b>	<b>Status</b>
PHARMASTANCE	11/8/2007	77/324,058	7/15/2008	3,466,582	REGISTERED
HOW DO OTHER PHARMA-CEUTICAL COMPANIES DO IT?	7/29/2005	78681684	8/22/2006	3132500	REGISTERED
TGAS	7/29/2005	78681707	8/29/2006	3135459	REGISTERED

**URL's**

TGASCONSULTING.COM  
TGASADVISORS.COM  
TGAS.COM

Annex B  
Contracts

[Redacted]