

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348582

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	04/13/2015

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MetaPharm, Inc.	FORMERLY NexGen RxMarketing LLC; and Meta Pharmaceutical Services, LLC	04/13/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	MNG Acquisition Corp.
<b>Street Address:</b>	3331 Street Road, Suite 200
<b>City:</b>	Bensalem
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19020
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	86249684	SPEAKERDIRECT
Serial Number:	86212194	METANEXGEN
Serial Number:	86226453	DATA DRIVEN MULTICHANNEL MARKETING
Serial Number:	86501374	INCISION
Serial Number:	86501467	I INCISION CUTTING EDGE HEALTHCARE POLIC
Registration Number:	3536595	IDEA NETWORK NEWSCHANNEL
Registration Number:	3564212	FIELD NEWSCHANNEL
Registration Number:	3564218	SPEAKER LIBRARY NEWSCHANNEL
Registration Number:	3595783	INSTITUTIONAL NEWSCHANNEL
Registration Number:	3595781	ATTENDEE NEWSCHANNEL
Registration Number:	3595782	PAYOR NEWSCHANNEL
Registration Number:	3616846	SPEAKER NEWSCHANNEL
Registration Number:	3856093	TARGET NEWSCHANNEL
Registration Number:	4193685	TRAININGDIRECT
Registration Number:	4193596	MEETINGDIRECT
Registration Number:	4217781	ADVISORDIRECT

OP \$815.00 86249684

Property Type	Number	Word Mark
Registration Number:	4233542	DIRECTCONNECTRX
Registration Number:	4294884	NEXGEN RXMARKETING
Registration Number:	3965804	METAPHARM INFORMATION. INSIGHT. IMPACT.
Registration Number:	3384217	MEDICAL JOURNAL EXPRESS
Registration Number:	4016620	SAMPLEWIZARD
Registration Number:	4016614	FIELD GUIDE
Registration Number:	4016615	PAYERGUIDE
Registration Number:	4016619	PROMOREVIEW
Registration Number:	4016611	RX ACCELERATOR
Registration Number:	4119040	REPSTART
Registration Number:	4016613	REPMAIL
Registration Number:	4143697	WRITERESPONSE
Registration Number:	4180266	MOTIONVIEW
Registration Number:	4298740	BRANDBEACON
Registration Number:	4265910	PATENTPLANNER
Registration Number:	4273577	ACCESSMAIL

**CORRESPONDENCE DATA**

Fax Number: 2122169559

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-246-0900

Email: jwueller@kleinmoynihan.com

Correspondent Name: Joshua R. Wueller

Address Line 1: 450 Seventh Avenue, 40th Floor

Address Line 2: Klein Moynihan Turco LLP

Address Line 4: New York, NEW YORK 10123

NAME OF SUBMITTER: Joshua R. Wueller

SIGNATURE: /Joshua R. Wueller/

DATE SIGNED: 07/20/2015

**Total Attachments: 11**

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## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (as amended, modified or supplemented from time to time pursuant to the terms hereof, this "Agreement"), dated as of April 13, 2015, is made by and among MetaPharm Holdings, LLC, a Delaware limited liability company (the "Seller"), MetaPharm, Inc., a Delaware corporation ("Holdco"), and together with its Subsidiaries, the "Company"), and MNG Acquisition Corp., a Delaware corporation ("Buyer").

### RECITALS

WHEREAS, on the date hereof, certain of the holders of issued and outstanding equity of the Seller (collectively, the "Rollover Shareholders") entered into Distribution and Redemption Agreements with the Seller (collectively, the "Distribution and Redemption Agreements"), pursuant to which the Seller redeemed certain equity interests of the Seller held by such Rollover Shareholders and, in consideration thereof, distributed a portion of the outstanding Common Stock of the Company (the "Rollover Shares") to the Rollover Shareholders and agreed to make certain payments to the Rollover Shareholders from time to time as distributions of sale proceeds from the transactions contemplated by this Agreement are made by the Seller to the holders of issued and outstanding equity interests of the Seller, in each case, subject to the terms and conditions of the Distribution and Redemption Agreements;

WHEREAS, as of the date hereof and prior to the transactions contemplated by this Agreement, upon the effectiveness of the transactions contemplated by the Distribution and Redemption Agreements, the Seller holds the record, beneficial and direct ownership of 96.873333 shares of Common Stock of Holdco, par value \$0.01 (the "Seller Shares"), which constitute all of the issued and outstanding equity interests in Holdco other than the Rollover Shares, and the Seller and the Rollover Shareholders, in the aggregate, own 100% of the issued and outstanding shares of capital stock in Holdco;

WHEREAS, the Rollover Shareholders desire to transfer to MNG Holdings, LLC, a Delaware limited liability company ("Parent"), and Parent desires to accept from the Rollover Shareholders, the Rollover Shares in exchange for limited liability company interests in Parent on the terms and conditions set forth in those certain Contribution Agreements, dated as of the date hereof, by and among Parent and each of the Rollover Shareholders (collectively, the "Contribution Agreements"), and simultaneous therewith, Insignia MNG, LLC, a Delaware limited liability company ("Insignia") desires to transfer cash to Parent, and Parent desires to accept such cash, in exchange for limited liability company interests in Parent;

WHEREAS, immediately thereafter, Parent desires to contribute the Rollover Shares and cash received from Insignia to Buyer in exchange for 100% of the issued and outstanding shares of Buyer on the terms and conditions set forth in those certain Subscription Agreements, dated as of the date hereof, by and among Parent and Buyer (the "Subscription Agreements");

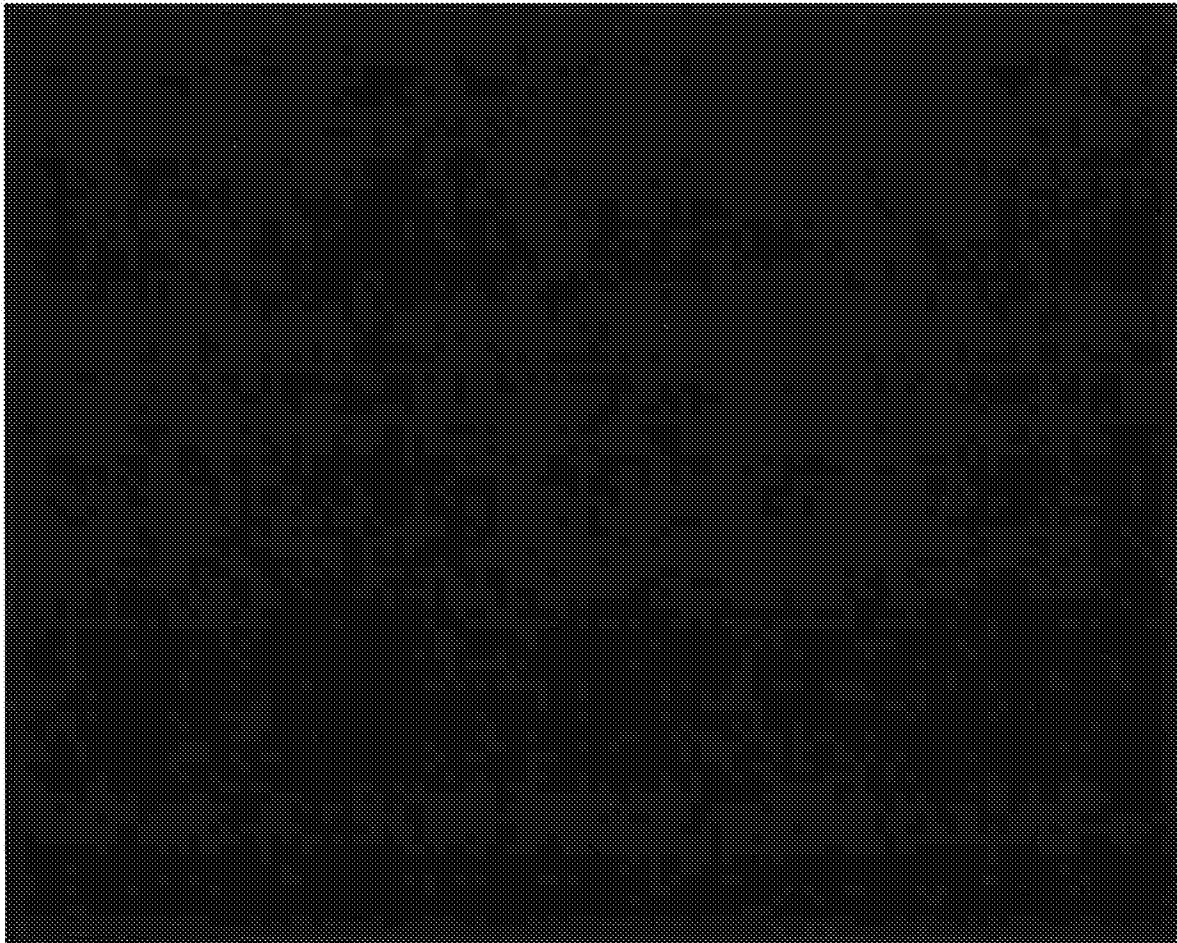
WHEREAS, immediately thereafter, the Seller desires to sell and transfer the Seller Shares, and Buyer desires to acquire the Seller Shares from the Seller, all on the terms and subject to the conditions set forth in this Agreement, so that after (i) the contribution of the Rollover Shares from the Rollover Shareholders to Parent, (ii) the second contribution of the

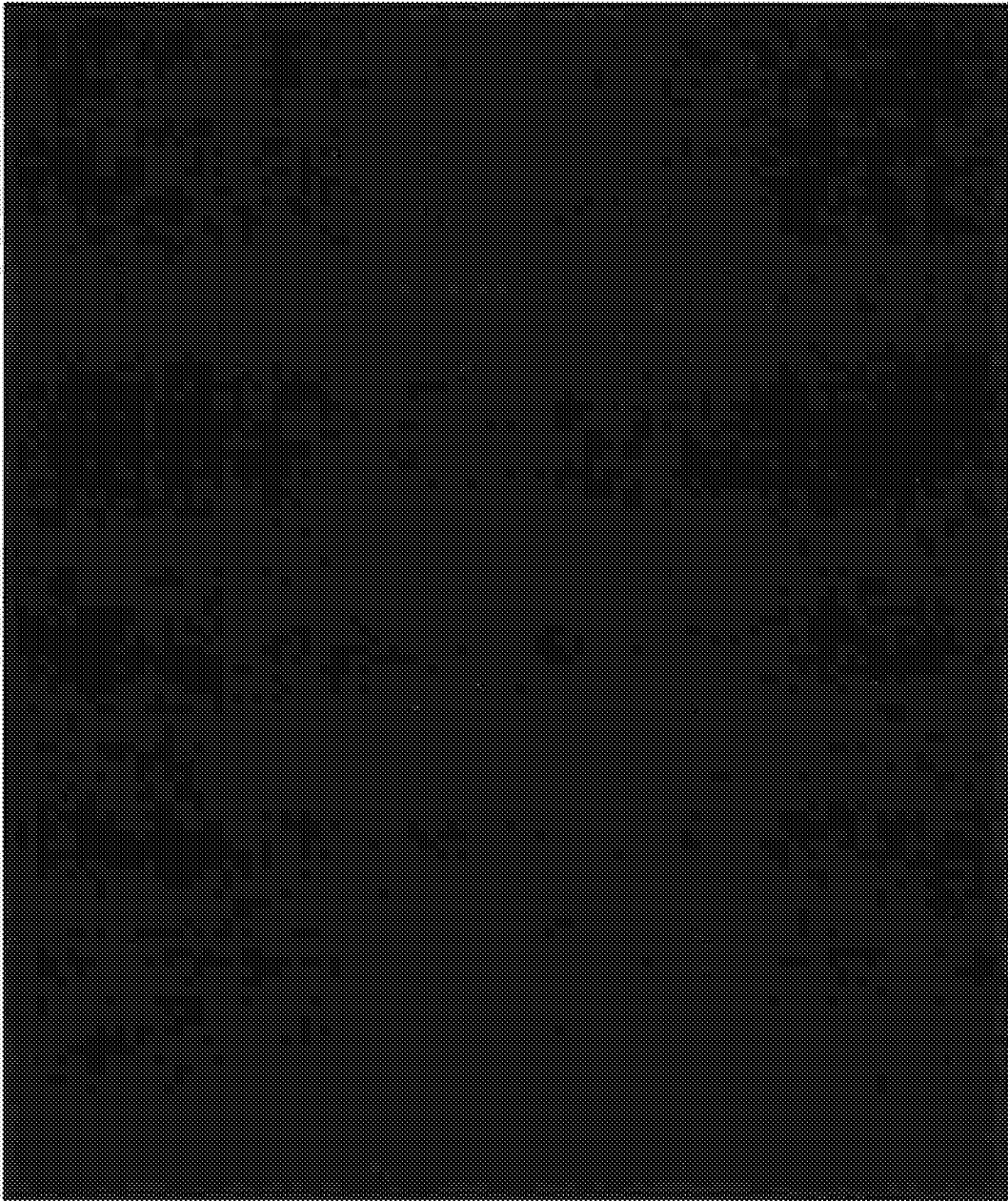
Rollover Shares from Parent to Buyer, and (iii) the purchase of the Seller Shares from the Seller, Buyer will own, in the aggregate, 100% of the issued and outstanding shares of capital stock in Holdco; and

WHEREAS, the transactions contemplated by (i) the Distribution and Redemption Agreements are intended to be a distribution governed by Section 731 of the Code, (ii) the contributions pursuant to the Contribution Agreements are intended to be governed by Section 721 of the Code and (iii) the contribution of the Rollover Shares pursuant to a Subscription Agreement is intended to be governed by Section 351 of the Code (collectively, the "Agreed Tax Treatment"); and

WHEREAS, the Company, the Seller and Buyer desire to consummate the transactions described above on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:





1.2.43. "Intellectual Property" means all of the following in any jurisdiction throughout the world: (i) patents, patent applications, patent disclosures, invention disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any continuations, divisionals, continuations-in-part, renewals or reissues of the foregoing; (ii) trade names, trademarks, service marks, trade dress, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing) and internet domain names, together with all registrations and applications relating thereto, and all goodwill associated with any of

the foregoing; (iii) copyrights and copyrightable works, together with all registrations and applications relating thereto; (iv) Software; (v) trade secrets and proprietary confidential information (including ideas, formulae, compositions, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans, and customer and supplier lists and related information); and (vi) all other intellectual property and proprietary rights.





2. PURCHASE AND SALE OF THE SHARES; CLOSING.

2.1. Purchase and Sale of the Seller Shares. Upon and subject to the terms and conditions set forth in this Agreement, at the Closing, the Seller shall sell, transfer and deliver to Buyer, free and clear of all Liens, and Buyer shall purchase from the Seller, the Seller Shares.







3.10. Intellectual Property Rights.

3.10.1. Owned Intellectual Property. Schedule 3.10.1 lists all patented, registered and applied for Intellectual Property that are owned by the Company (the "Owned Intellectual Property"). Except as disclosed on Schedule 3.10.1, (i) the Company possesses the sole and exclusive right, title and interest in and to the Owned Intellectual Property, free and clear of any Lien, (ii) the Owned Intellectual Property is not subject to any outstanding Governmental Order that materially limits its use or application, and (iii) no Action is pending or, to the Knowledge of the Company, threatened in writing which challenges the validity, enforceability, use or ownership of the Owned Intellectual Property. All Owned Intellectual Property is valid, subsisting and enforceable.

3.10.2. Right to Use Intellectual Property. Except as set forth on Schedule 3.10.2, the Company solely and exclusively owns, or has, and will continue

post-Closing to have, the right to use pursuant to a valid, written license set forth on Schedule 3.10.2, all Intellectual Property necessary for or used in the operation of the Business ("Company Intellectual Property"). Except as set forth on Schedule 3.10.2, Immediately subsequent to the Closing, the Company Intellectual Property will be owned by or available for use by the Company on terms and conditions identical in all material respects to those under which the Company owned or used such Company Intellectual Property immediately prior to the Closing.




IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed, as of the date first above written by their respective officers thereunto duly authorized.

BUYER:

MNG ACQUISITION CORP.

By:




Name: Tiffany Obenchain  
Title: Vice President and Secretary

[Stock Purchase Agreement]

TRADEMARK  
REEL: 005580 FRAME: 0429

THE SELLER:


METAPHARM HOLDINGS, LLC

By:   
Name: Brian Tilley  
Title: Secretary and Vice President

{Stock Purchase Agreement}

HOLDCO:

METAPHARM, INC.

By:   
Name: Brian Tilley  
Title: Secretary and Vice President

[Stock Purchase Agreement]

Schedule 3.10

Intellectual Property Rights

Schedule 3.10.1

Registered Marks

Jurisdiction	Mark	Reg. No.	Reg. Date
US	IDEA NETWORK NEWSCHANNEL	3536393	11/23/2008
US	FIELD NEWSCHANNEL	3564212	1/20/2009
US	SPEAKER LIBRARY NEWSCHANNEL	3564218	1/20/2009
US	INSTITUTIONAL NEWSCHANNEL	3595783	3/24/2009
US	ATTENDEE NEWSCHANNEL	3595781	3/24/2009
US	PAYOR NEWSCHANNEL	3595782	3/24/2009
US	SPEAKER NEWSCHANNEL	3616846	5/5/2009
US	TARGET NEWSCHANNEL	3856093	1/28/2010
US	TRAININGDIRECT	4193685	8/21/2012
US	MEETINGDIRECT	4193596	8/21/2012
US	ADVISORDIRECT	4217781	10/2/2012
US	DIRECTCONNECTRX	4233542	10/30/2012
US	NEXGEN RXMARKETING	4294884	2/26/2013
US	METAPHARM INFORMATION. INSIGHT. IMPACT.	3965804	5/24/2011
US	MEDICAL JOURNAL EXPRESS	3384217	2/19/2008
US	SAMPLEWIZARD	4016620	8/23/2011
US	FIELD GUIDE	4016614	8/23/2011
US	PAYERGUIDE	4016615	8/23/2011
US	PROMOREVIEW	4016619	8/23/2011
US	RX ACCELERATOR	4016611	8/23/2011
US	REPSTART	4119040	3/27/2012
US	REPMAIL	4016613	8/23/2011
US	WRITERESPONSE	4143697	5/5/2012
US	MOTIONVIEW	4180266	7/24/2012
US	BRANDBEACON	4298740	3/5/2013
US	PATENTPLANNER	4265910	12/25/2012
US	ACCESSMAIL	4273577	1/8/2013
US	SPEAKERDIRECT	86249684	4/11/2014 (app.)
US	METANEXGEN	86212194	3/5/2014 (app.)
US	DATA DRIVEN MULTICHANNEL MARKETING	86226453	3/19/2014 (app.)
US	INCISION	86501374	1/12/2015 (app.)
US	INCISION CUTTING EDGE HEALTHCARE POLICY AND PRACTICE	65801467	1/12/2015 (app.)