

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MacMillan New Ventures, LLC		04/15/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Wolters Kluwer Health, Inc.		
Street Address:	76 Ninth Avenue		
Internal Address:	13th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	11011		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86159935	MISCONCEPTION ALERT	
CORRESPONDENCE DATA			
Fax Number:	3123214299		
<i>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.</i>			
Phone:	312-321-4200		
Email:	officeactions@brinksgilson.com		
Correspondent Name:	Michael R. Friedman		
Address Line 1:	P. O. Box 10395		
Address Line 4:	Chicago, ILLINOIS 60610		
ATTORNEY DOCKET NUMBER:	14027.02138		
NAME OF SUBMITTER:	Michael R. Friedman		
SIGNATURE:	/Michael R. Friedman/		
DATE SIGNED:	05/02/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is effective as of this 15th day of April, 2016.

WHEREAS, Macmillan New Ventures, LLC, a New York limited liability company, having an address at 175 5th Avenue, New York, NY 10010, United States of America (hereafter "*Assignor*"), is the owner of the entire right, title and interest in and to the names, marks trademarks, service marks, trade names, and logo(s), set forth in the attached "**Exhibit A**," and in and to the related registrations and pending applications therefor as shown on the attached **Exhibit A**, together with the goodwill of the business symbolized thereby and associated therewith (hereinafter, collectively the "*Marks*");

WHEREAS, Wolters Kluwer Health, Inc., a Delaware corporation, having an address at 76 Ninth Avenue, 13th Floor, New York, NY, United States of America (hereafter "*Assignee*"), desires to acquire all right, title and interest in and to the Marks, including, but not limited to, the related registrations and pending applications therefor, together with the goodwill of the business symbolized by the Marks throughout the world, and the business, or a portion of the business, to which the Marks pertain, Assignee being a successor to the business of Assignor, or portion thereof, to which the Marks pertain and which business is ongoing and existing; and

WHEREAS, pursuant to that certain Asset Purchase Agreement by and among Assignor, Assignee and Bedford, Freeman & Worth Publishing Group, LLC, dated as of April 15, 2016 (the "*APA*"), Assignor has agreed to assign, transfer, grant, set over and convey the Marks to Assignee, and Assignor and Assignee have agreed to execute and deliver this Assignment for recording with governmental authorities, including but not limited to, the US Patent and Trademark Office.

NOW THEREFORE, in consideration of the premises, promises and mutual covenants recited herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties agree as follows:

1. Assignor represents, warrants and covenants that: (i) Notwithstanding third party uses of "prepU" or variants, Assignor owns all right, title and interest in and to the Marks set forth in the attached **Exhibit A**, and in and to the related registrations and pending applications therefor, as shown on the attached **Exhibit A**, together with any and all goodwill therein; (ii) Assignor has not abandoned the Marks; (iii) Assignor has the full right, title, interest and power to enter into this Assignment; (iv) the information set forth in this Assignment is true, complete and accurate; (v) Assignor has not and will not encumber the worldwide use, registration, transfer of and/or assignment to Assignee, its successor or assigns, of the Marks, or the related applications or registrations therefor, together with any and all goodwill therein; and (vi) Assignor has not received any challenges to Assignor's right to assign the Marks, or the related applications or registrations therefor, together with any and all goodwill therein, to Assignee.

2. Assignor does hereby irrevocably assign, transfer, grant, set over and convey unto Assignee, its successors and assigns, without reservation of any rights, title or interest,

Assignor's entire right, title and interest in and to the Marks, including, but not limited to, the related applications and registrations therefor, together with the goodwill of the business symbolized by the Marks throughout the world and the business, or that portion of the business to which the Marks pertain, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries, affiliates or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, but not limited to, all common law rights of Assignor in and/or to the Marks and Assignor's right to sue for all claims, demands and/or causes for action, both at law and in equity, that Assignor may have on account of any infringement, claim of unfair competition, misappropriation, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to the Marks prior to and following the effective date of this Assignment throughout the world. For the sake of clarity, Assignor further assigns to Assignee the right to sue and recover damages and/or profits for claims of past, present and future infringement, unfair competition, misappropriation, likelihood of confusion and/or dilution of the Marks, if any, for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

3. The terms and conditions of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of Assignor and Assignee.

4. This Assignment shall be governed by, and construed in accordance with, the internal substantive laws and not the choice of law rules of the State of New York.


5. The terms and provisions of this Assignment may be modified or amended only by a written instrument executed by each of the Assignee and Assignor, and compliance with any term or provision hereof may be waived only by a written instrument executed by each party entitled to the benefits of the same. Failure to exercise any right, power or privilege hereunder shall neither operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege granted hereunder.

6. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, having full power and authority to do so, which shall be effective as of the date first written above.

MACMILLAN NEW VENTURES, LLC

By: 
Name: TROY WILLIAMS
Title: PRESIDENT
Date: _____

WOLTERS KLUWER HEALTH, INC.

By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, having full power and authority to do so, which shall be effective as of the date first written above.

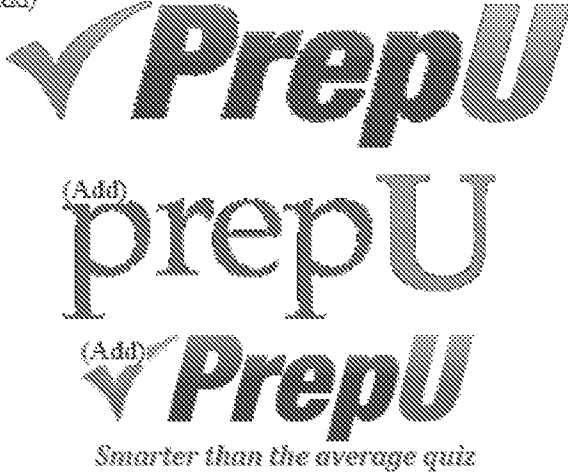
MACMILLAN NEW VENTURES, LLC

By: _____
Name: _____
Title: _____
Date: _____

WOLTERS KLUWER HEALTH, INC.

By: *Elizabeth Sims*
Name: Elizabeth Sims
Title: SVP
Date: April 15, 2010

EXHIBIT A

COUNTRY	MARK	U.S. APPL./ REG. NO.	APPL./REG. DATE
United States	MISCONCEPTION ALERT	Appln. No. 86159935	Appln. Filing Date January 8, 2014
U.S. Common Law; Unregistered	“prepU” & “SMARTER THAN THE AVERAGE QUIZ”	N/A	N/A
U.S. Common Law; Unregistered	<p align="center">PREPU Logo</p> <p>(Add)</p> 	N/A	N/A