

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merion Publications, Inc.		12/01/2017	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Elite Professional Education, LLC		
Street Address:	26 N. Beach St., Suite A		
City:	Ormond Beach		
State/Country:	FLORIDA		
Postal Code:	32174		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	2339472	ADVANCE FOR PHYSICIAN ASSISTANTS	
Registration Number:	2342069	ADVANCE FOR NURSE PRACTITIONERS	
Registration Number:	2140237	ADVANCE FOR RESPIRATORY CARE PRACTITIONE	
Registration Number:	2136768	ADVANCE FOR MANAGERS OF RESPIRATORY CARE	
Registration Number:	2136769	ADVANCE FOR ADMINISTRATORS IN RADIOLOGY	
Registration Number:	2138374	ADVANCE FOR ADMINISTRATORS OF THE LABORA	
Registration Number:	2136770	ADVANCE FOR OCCUPATIONAL THERAPISTS	
Registration Number:	2136771	ADVANCE FOR RADIOLOGIC SCIENCE PROFESSIO	
Registration Number:	2138375	ADVANCE FOR SPEECH-LANGUAGE PATHOLOGISTS	
Registration Number:	2136772	ADVANCE FOR HEALTH INFORMATION PROFESSIO	
Registration Number:	2136773	ADVANCE FOR DIRECTORS IN REHABILITATION	
Registration Number:	2136774	ADVANCE FOR PHYSICAL THERAPISTS	
Registration Number:	2136775	ADVANCE FOR MEDICAL LABORATORY PROFESSIO	
Registration Number:	2429103	ADVANCE FOR OCCUPATIONAL THERAPY PRACTIT	
Registration Number:	2434507	ADVANCE FOR PHYSICAL THERAPISTS & PT ASS	
Registration Number:	2472990	ADVANCE FOR AUDIOLOGISTS	
Registration Number:	4042481	MERION MATTERS	
Registration Number:	4060427	MERION MATTERS MEDIA · MARKETING · MERCHA	
Registration Number:	2635296	ADVANCE FOR HEALTH INFORMATION EXECUTIVE	

OP \$715.00 2339472

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3866333	MERION PUBLICATIONS INC.
Serial Number:	75277306	ADVANCE FOR HEALTH INFORMATION EXECUTIVE
Serial Number:	75625310	ADVANCE FOR NURSES, SERVING THE BALTIMOR
Serial Number:	75629629	ADVANCE FOR PROVIDERS OF POST ACUTE CARE
Serial Number:	75630793	ADVANCE FOR NURSES, SERVING THE GREATERP
Serial Number:	75854084	ADVANCE FOR NURSES SERVING THE CAROLINAS
Serial Number:	76308134	ADVANCE FOR NURSES SERVING NEW ENGLAND
Serial Number:	76308135	ADVANCE FOR NURSES SERVING THE GREATER N
Serial Number:	76308136	ADVANCE FOR IMAGING AND ONCOLOGY ADMINIS

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 9192868000

Email: PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 Carrington Mill Blvd., Suite 400

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	041166.022
NAME OF SUBMITTER:	F. Emmett Weindruch
SIGNATURE:	/FEW/
DATE SIGNED:	05/30/2018

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of the 1st day of December, 2017 is by and between MERION PUBLICATIONS, INC. a Pennsylvania corporation ("Assignor"), and ELITE PROFESSIONAL EDUCATION, LLC a Delaware limited liability company ("Assignee"). All capitalized terms used herein that are not otherwise defined shall have the definitions set forth in Schedule A hereto.

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of all Intellectual Property relating to Assignor's business of providing (a) industry news and other information to nursing and healthcare professionals, (b) advertising solutions for persons targeting nursing and healthcare professionals and (c) continuing education courses to nursing and healthcare professionals (the "Assignor Intellectual Property"), including but not limited to the Marks, Websites, Software, Accounts, and Copyrights identified on Schedule B hereto (if any, the "Assignor Marks," "Assignor Websites," "Assignor Software," "Assignor Accounts," and "Assignor Copyrights," respectively);

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement by and among Assignor, Assignee and the other parties named therein, dated on even date herewith (the "Purchase Agreement"), Assignee purchased certain assets of Assignor, including but not limited to the Assignor Intellectual Property; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept, the assignment of all of Assignor's right, title and interest in and to Assignor Intellectual Property.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Assignment of the Assignor Websites. Assignor hereby does assign and transfer unto Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title, and interest in and to the Assignor Websites, including but not limited to all worldwide intellectual property and other proprietary rights therein.

Section 2. Assignment of the Assignor Accounts. Assignor hereby does assign and transfer unto Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title, and interest in and to the Assignor Accounts, including but not limited to all worldwide intellectual property and other proprietary rights therein.

Section 3. Assignment of the Assignor Marks.

(a) Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and worldwide interest, in and to the Assignor Marks, including (i) all of the goodwill associated or connected with the use of, and symbolized by, the Assignor Marks, (ii) all registrations obtained by Assignor for the Assignor Marks including all extensions and renewals thereof, (iii) the right to file any document to maintain the Assignor Marks and any associated registrations, (iv) all common law trademark and trade name rights in the Assignor Marks, (v) the right to file applications for registration of the Assignor Marks worldwide, and (vi) the right to sue for past, present and future infringement, dilution or other violation of the Assignor Marks and collect and retain

all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world.

(b) Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Assignor Marks.

Section 4. Assignment of the Assignor Software. Assignor hereby does assign and transfer unto Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title, and interest in and to the Assignor Software, including but not limited to all worldwide intellectual property and other proprietary rights therein.

Section 5. Assignment of the Assignor Copyrights. Assignor hereby does assign and transfer unto Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title, and interest in and to the Assignor Copyrights, including: (i) all copyright registrations therefor, if any; (ii) all worldwide copyright and moral rights therein (and any further registrations or applications relating thereto and any renewals and extensions thereof), including all rights of modification and attribution; and (iii) the right to sue for past, present and future infringement or other violation of the Assignor Copyrights and collect and retain all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world.

Section 6. Assignment of the Assignor Intellectual Property. To the extent not otherwise assigned by Assignor pursuant to Sections 1-5 of this Agreement, Assignor does hereby sell, transfer, assign, convey, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Assignor Intellectual Property.

Section 7. Further Assurances. Assignor hereby agrees to perform such proper and additional acts and execute such additional documents as are deemed necessary by Assignee or the governmental agencies having jurisdiction over the Assignor Intellectual Property, including the Assignor Marks, to give full effect to and perfect the rights of Assignee under this Agreement, including but not limited to all documents necessary to register in the name of Assignee the assignment of the applicable Assignor Marks with the appropriate government offices.

Section 8. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 10. Governing Law. This Agreement is to be governed by and construed in accordance the laws of the State of Delaware, without giving effect to the choice of law principles thereof, including all matters of construction, validity and performance.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MERION PUBLICATIONS, INC.

By: Ann Kielinski
Name: ANN KIELINSKI
Title: PRESIDENT

ELITE PROFESSIONAL EDUCATION, LLC


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MERION PUBLICATIONS, INC.

By: _____
Name: _____
Title: _____

ELITE PROFESSIONAL EDUCATION, LLC

By:  _____
Name: Michael Duran
Title: Chief Executive Officer

SCHEDULE A – DEFINITIONS

“Accounts” shall mean all social media, social networking, and other third party website accounts, including all login credentials relating thereto and all videos, images, media, comments, and other content uploaded thereon and goodwill associated therewith.

“Marks” shall mean all statutory and common law trademarks, trade dress, service marks, logos, trade names, business names, and other word, name, design or symbol used to identify a business or the source of its goods or services, and the goodwill associated therewith, now existing or hereafter adopted or acquired, and all registrations and applications to register the same, under the laws of the United States or any other foreign country, for the full term and all renewals thereof.

“Patents” shall mean all issued U.S. and foreign patents and pending patent applications (and all patents that issue therefrom), patent disclosures, and any and all divisions, continuations, continuations-in-part, continuing prosecution applications, reissues and reexaminations thereof, for the full term thereof.

“Trade Secrets” shall mean all data or information that is not commonly known by or available to the public and which (a) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by third parties who can obtain economic value from its disclosure or use and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“Know-How” shall mean all ideas, designs, correspondence, concepts, compilations of information, know-how, methods, techniques, algorithms, data and database rights, inventions, invention disclosures, statutory invention registrations, procedures and processes, readings, reports, test results, studies, applications, submissions, notes, work product, deliverables, models, prototypes, equipment, audits, approval documentation, calculations, measurements, product specifications, photographs, videos, images, manufacturing product processes and techniques, research and development information, financial,

marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, whether or not patentable, whether copyrightable or noncopyrightable and whether or not reduced to practice.

“Copyrights” shall mean all works of authorship and all associated moral rights and copyright rights under the copyright laws of the United States and other countries for the full term thereof, whether registered or unregistered, including, but not limited to, all applications for registrations, renewals, extensions and restorations of copyrights now or hereafter provided for by law and all rights to make applications for copyright registrations and recordations, regardless of the medium of fixation or means of expression.

“Software” shall mean all types of computer software programs including operating systems, application programs, software tools, firmware and software embedded in equipment, including both object code and source code versions thereof and all written or electronic materials that explain the structure or use of software or that were used in the development of software, including logic diagrams, flow charts, code notes, procedural diagrams, error reports, manuals and training materials

“Websites” shall mean all websites or portions thereof that are operated, managed or controlled through a domain name and URL, whether on an exclusive or nonexclusive basis, including all content, elements, data, information, materials, hypertext markup language (HTML), software and code, works of authorship, textual works, visual works, aural works, audiovisual works and functionality embodied in, published or available through each such website or portion thereof, and all domain names and URLs associated with the foregoing, provided that such domain names and URLs shall not include IP addresses.

“Intellectual Property” shall mean all Marks, Copyrights, Websites, Software, Patents, Trade Secrets, Know-How, and all other worldwide intellectual property and proprietary rights therein.

SCHEDULE B

A. Assignor Websites

1. The Websites located at:

advance.merion.com

advanceweb.com

advancecustomcommunications.com

advanceforar.com

advanceforaud.com

advancefordr.com

advanceforhie.com

advanceforhim.com

advanceformlp.com

advanceformrc.com

advancefornp.com

advancefornurses.com

advanceforot.com

advanceforpa.com

advanceforpac.com

advanceforpt.com

advanceforrep.com

advanceforspanda.com

advanceforward.com

hudsonvalleyhealthcarecareers.com

iamhealthyaging.com

merionmatters.com

merionmatters.net

advancehealthcareeducationdirectory.com

advancehealthcarejobs.com

advancehealthcarenews.com

healthsystemmgmt.com

healthsystemmgmt.com

rehabilitationinsider.com

2. Continuing Education (old) Website
3. Continuing Education (new) Website
4. Woo Commerce Payment Portal Website
5. Custom Communications Website

B. Assignor Accounts

None

C. Assignor Marks

1. Registered Marks

Mark	Reg. No.	Reg. Date	Serial No.	Status
ADVANCE FOR PHYSICIAN ASSISTANTS	2,339,472	4/11/2000	75/159,711	Live
ADVANCE FOR NURSE PRACTITIONERS	2,342,069	4/18/2000	75/159,712	Live
ADVANCE FOR RESPIRATORY CARE PRACTITIONERS	2,140,237	3/3/1998	75/159,713	Live
ADVANCE FOR MANAGERS OF RESPIRATORY CARE	2,136,768	3/3/1998	75/159,714	Live
ADVANCE FOR ADMINISTRATORS IN RADIOLOGY & RADIATION ONCOLOGY	2,136,769	2/17/1998	75/159,715	Dead
ADVANCE FOR ADMINISTRATORS OF THE LABORATORY	2,138,374	2/24/1998	75/159,716	Live
ADVANCE FOR OCCUPATIONAL THERAPISTS	2,136,770	2/17/1998	75/159,717	Dead
ADVANCE FOR RADIOLOGIC SCIENCE PROFESSIONALS	2,136,771	2/17/1998	75/159,718	Dead
ADVANCE FOR SPEECH-LANGUAGE PATHOLOGISTS & AUDIOLOGISTS	2,138,375	2/24/1998	75/159,719	Live

ADVANCE FOR HEALTH INFORMATION PROFESSIONALS	2,136,772	2/17/1998	75/159,720	Live
ADVANCE FOR DIRECTORS IN REHABILITATION	2,136,773	2/17/1998	75/159,721	Live
ADVANCE FOR PHYSICAL THERAPISTS	2,136,774	2/17/1998	75/159,722	Dead
ADVANCE FOR MEDICAL LABORATORY PROFESSIONALS	2,136,775	2/17/1998	75/159,723	Live
ADVANCE FOR HEALTH INFORMATION EXECUTIVES			75/277,306	Dead
ADVANCE FOR OCCUPATIONAL THERAPY PRACTITIONERS	2,429,103	2/20/2001	75/516,373	Live
ADVANCE FOR PHYSICAL THERAPISTS & PT ASSISTANTS	2,434,507	3/13/2001	75/516,374	Dead
ADVANCE FOR NURSES, SERVING THE BALTIMORE/WASHINGTON DC METRO AREA			75/625,310	Dead
ADVANCE FOR PROVIDERS OF POST ACUTE CARE			75/629,629	Dead
ADVANCE FOR NURSES, SERVING THE GREATER PHILADELPHIA/TRI-STATE METRO AREA			75/630,793	Dead
ADVANCE FOR AUDIOLOGISTS	2,472,990	5/8/2001	75/854,047	Dead
ADVANCE FOR NURSES SERVING THE CAROLINAS AND GEORGIA METRO AREAS			75/854,084	Dead
ADVANCE FOR NURSES SERVING NEW ENGLAND			76/308,134	Dead
ADVANCE FOR NURSES SERVING THE GREATER NEW YORK/NEW JERSEY METRO AREA			76/308,135	Dead
ADVANCE FOR IMAGING AND ONCOLOGY ADMINISTRATORS			76/308,136	Dead
MERION MATTERS	4,042,481	10/18/2011	77/689,130	Live
MERION MATTERS MEDIA – MARKETING – MERCHANDISE	4,060,427	11/22/2011	77/728,908	Live
ADVANCE FOR HEALTH INFORMATION EXECUTIVES	2,635,296	10/15/2002	78/040,598	Dead
MERION PUBLICATIONS, INC.	3,866,333	10/26/2010	77/681,551	Dead

2. Unregistered Marks

ADVANCE FOR ADMINISTRATORS IN RADIOLOGY & RADIATION ONCOLOGY
ADVANCE FOR OCCUPATIONAL THERAPISTS
ADVANCE FOR RADIOLOGIC SCIENCE PROFESSIONALS
ADVANCE FOR PHYSICAL THERAPISTS
ADVANCE FOR HEALTH INFORMATION EXECUTIVES
ADVANCE FOR PHYSICAL THERAPISTS & PT ASSISTANTS
ADVANCE FOR NURSES, SERVING THE BALTIMORE/WASHINGTON DC METRO AREA
ADVANCE FOR PROVIDERS OF POST ACUTE CARE
ADVANCE FOR NURSES, SERVING THE GREATER PHILADELPHIA/TRI-STATE METRO AREAS
ADVANCE FOR AUDIOLOGISTS
ADVANCE FOR NURSES SERVING THE CAROLINAS AND GEORGIA METRO AREAS
ADVANCE FOR NURSES SERVING NEW ENGLAND
ADVANCE FOR NURSES SERVING THE NEW YORK/NEW JERSEY METRO AREA
ADVANCE FOR IMAGING AND ONCOLOGY ADMINISTRATORS
ADVANCE FOR HEALTH INFORMATION EXECUTIVES
MERION PUBLISHING, INC.
ADVANCE HEALTHCARE NETWORK &Design



D. Assignor Copyrights

Title of Work	Registration Number	Date of Creation
Care Packages	V Au000725814	2006
Medibles	V Au000714912	2006

Respiratory therapists, the other air force	VA0001332431	2005
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E. Assignor Software

Media – Order Entry System

Event – Sales Order Entry System

Ad Log – Publishing/Billing

Content Manager

Circulation Manager

Ad Prospector