

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MNG ACQUISITION CORP.		12/16/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	METAPHARM, INC.		
Street Address:	3331 Street Road Ste. 200		
City:	Bensalem		
State/Country:	PENNSYLVANIA		
Postal Code:	19020		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5268171	SALES NEWSCHANNEL	
Registration Number:	5268170	HCP RESPONSE NEWSCHANNEL	
Registration Number:	5268169	MANAGED CARE NEWSCHANNEL	
Registration Number:	5178533	MARKETINGDIRECT	
Registration Number:	5214113	EVENTDIRECT	
Registration Number:	5214112	COMMUNITYDIRECT	
Registration Number:	5217319	ENGINEERED TO ENGAGE	
Registration Number:	5092365	MNG DIRECT	
Registration Number:	5092245	MNG DIRECT	
Registration Number:	4875117	SPEAKERDIRECT	
Registration Number:	4744817	METANEXGEN	
Registration Number:	4294884	NEXGEN RXMARKETING	
Registration Number:	4217781	ADVISORDIRECT	
Registration Number:	4193685	TRAININGDIRECT	
Registration Number:	4193596	MEETINGDIRECT	
Registration Number:	4016613	REPMAIL	
Registration Number:	3856093	TARGET NEWSCHANNEL	
Registration Number:	3564212	FIELD NEWSCHANNEL	
Registration Number:	3595781	ATTENDEE NEWSCHANNEL	

OP \$515.00 5268171

Property Type	Number	Word Mark
Registration Number:	3616846	SPEAKER NEWSCHANNEL

CORRESPONDENCE DATA

Fax Number: 3146121301

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: 314-444-7600

Email: ipdept@lewisrice.com

Correspondent Name: Bridget Hoy

Address Line 1: Lewis Rice LLC, 600 Washington Ave.

Address Line 2: Ste. 2500

Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER:	Elizabeth Holtmann
SIGNATURE:	/Elizabeth Holtmann/
DATE SIGNED:	12/27/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY AND CONTRACT ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY AND CONTRACT ASSIGNMENT AGREEMENT ("**Assignment**"), dated as of December 16, 2019, is made by MNG ACQUISITION CORP. ("**Assignor**"), in favor of METAPHARM, INC. ("**Assignee**") in contemplation of that certain Foreclosure Agreement by and between Assignee, Meta Pharmaceutical Services, LLC and NexGen RxMarketing LLC (collectively with the Assignee, the "**Debtors**") and Ally Bank and MNG Health LLC (as "**Secured Party**") wherein all assets of the Debtors are being conveyed to the MNG Health LLC, including but not limited to their contracts and intellectual property.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned Rights**"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(e) any and all permits, license agreements, operating and other customer contracts, vendor supply agreements, leases, licenses, franchise agreements and all management, service, supply and maintenance contracts and agreements, and any other agreements, licenses, leases, permits or contracts of any nature whatsoever now or hereafter obtained or entered into by Assignor with respect to the ownership, operation, maintenance and administration of the Debtor's business, and any proceeds or products therefrom (the "**Contracts**")

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps

and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Rights to Assignee, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, 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.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

MNG ACQUISITION CORP.

By: 

Name: Anthony Broglio

Title:

AGREED TO AND ACCEPTED:

METAPHARM, INC.

By: _____

Name:

Title:

[Signature page to IP Assignment Agreement]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

MNG ACQUISITION CORP.

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

METAPHARM, INC.
By: 
Name: Stephen Ross
Title: Chief Executive Officer

[Signature page to IP Assignment Agreement]

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks

Title	Filing Jurisdiction	Registration Date	Registration Number
SALES NEWSCHANNEL	US	08/15/17	5268171
HCP RESPONSE NEWSCHANNEL	US	08/15/17	5268170
MANAGED CARE NEWSCHANNEL	US	08/15/17	5268169
MARKETINGDIRECT	US	04/4/2017	5178533
EVENTDIRECT	US	05/30/2017	5214113
COMMUNITYDIRECT	US	05/30/2017	5214112
ENGINEERED TO ENGAGE	US	06/6/2017	5217319
MNG DIRECT	US	11/29/2016	5092365
MNG DIRECT (Design)	US	11/29/2016	5092245
SPEAKERDIRECT	US	12/22/2015	4875117
METANEXGEN	US	5/26/2015	4744817
NEXGEN RXMARKETING	US	02/26/2013	4294884
ADVISORDIRECT	US	10/02/2012	4217781
TRAININGDIRECT	US	08/21/2012	4193685
MEETINGDIRECT	US	08/21/2012	4193596
REPMAIL	US	08/23/2011	4016613
TARGET NEWSCHANNEL	US	10/05/2010	3856093
FIELD NEWSCHANNEL	US	01/20/2009	3564212
ATTENDEE NEWSCHANNEL	US	03/24/2009	3595781
SPEAKER NEWSCHANNEL	US	05/05/2009	3616846

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
[None]				