

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b> Robert Hauser</p> <p><input checked="" type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b>      <input type="checkbox"/> Yes  Additional names, addresses, or citizenship attached?      <input checked="" type="checkbox"/> No</p> <p>Name: <u>Global Edge, Inc.</u>  Internal  Address: <u>99 Park Avenue</u>  Street Address: _____  City: <u>New York</u>  State: <u>NY</u>  Country: <u>U.S.A.</u>      Zip: <u>10016</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input checked="" type="checkbox"/> Corporation      Citizenship <u>New York</u>  <input type="checkbox"/> Other _____      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b>  Execution Date(s) <u>January 20, 2006</u></p> <p><input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	
<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) <u>78/759,974</u></p> <p>B. Trademark Registration No.(s)</p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p><b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b>  CANCEREDGE DIALOGS</p>	
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b>  Name: <u>Gibbons, Del Deo, Dolan, Griffinger &amp; Vecchione</u>  Internal Address: <u>One Riverfront Plaza</u>  Street Address: _____  City: <u>Newark</u>  State: <u>NJ</u>      Zip: <u>07102</u>  Phone Number: <u>212-649-4700</u>  Fax Number: <u>212-333-5980</u>  Email Address: <u>lcohen@gibbonslaw.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b>      <span style="border: 1px solid black; padding: 2px 10px;">1</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b>      \$ 40.00</p> <p><input type="checkbox"/> Authorized to be charged by credit card  <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p>
<p><b>8. Payment Information:</b></p> <p>a. Credit Card      Last 4 Numbers _____  Expiration Date _____</p> <p>b. Deposit Account Number <u>03-3839</u>  Authorized User Name <u>GIBBONS DEL DEO DOLAN</u></p>	
<p><b>9. Signature:</b>      <u>Lori B. Cohen</u>      May 18, 2006</p> <p style="text-align: center;">Signature      Date</p> <p style="text-align: center;">_____  Lori B. Cohen      Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">4</span></p> <p style="text-align: center;">Name of Person Signing</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 033839 78759974

## TRADEMARK ASSIGNMENT

This Trademark Assignment is made on this 20th day of January, 2006, by Robert Hauser, an individual residing at 514 S. Washington St. Baltimore, MD 21231 ("Hauser") and The Geriatric Oncology Consortium, residing at 3600 Mill Road, Suite 110, Baltimore, MD 21211 ("GOC") to and for the benefit of Global Edge, Inc., with an address at 99 Park Avenue, 8th Floor, New York, NY 10016 ("Global Edge").

WHEREAS, Hauser and the GOC have adopted and are using and/or are intending to adopt and use, the trademark **CancerEdge Dialogs** ("the Mark"), for services including but not limited to the services recited in the Service Mark application currently pending at the United States Patent and Trademark Office for **CancerEdge Dialogs**, under Serial Number 78/759,974, ("the Application"), as set forth at Attachment A, as well as any formative marks, including but not limited to *CancerEdge Dialogues*, *Cancer Edge Dialogue*, and are other similar common law trademarks used in conjunction therewith (collectively, "Marks");

WHEREAS, Global Edge is desirous of receiving an assignment of all right and title in and to the marks, the mark of the said Application and the pending intent-to-use application thereof, as part of the entire ongoing business or portion thereof to which the mark pertains, and the goodwill of the business symbolized by and associated with said marks and mark of the application and resulting registrations thereof (collectively "Trademark Rights");

NOW, THEREFORE, in consideration of the payment of U.S. \$1.00 by Global Edge to Hauser and the GOC (collectively "Assignor" and referred to in the single neuter), receipt and sufficiency of which is hereby acknowledged by Assignor and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor hereby assigns, sells, and transfers to Global Edge, and Global Edge's successors and assigns, all of Assignor's right, title, and interest in and to said Marks, and the full exclusive benefit thereof, together as a part of the entire ongoing business or portion thereof to which the Marks pertain, with the goodwill of the business symbolized by and associated with said Marks and the application thereof.
2. Assignor represents and warrants that it is the sole and exclusive record and beneficial owner of, and has sole and exclusive, good and marketable title to, all of the Marks and Trademark Rights, free and clear of any and all security agreements, security interests, conditional sale or other title retention agreements, restrictions, conditions, equitable interests, claims, adverse claims, options, charges, liens, mortgages, indentures, assessments, voting agreements, adverse interests, constructive trusts or other trusts, attachments, exceptions to or defect in title or other ownership interests, pledges, rights of first refusal, restrictions on use

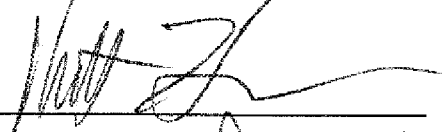
or receipt of income, exercise of any attribute of ownership, and other encumbrances of any nature or kind whatsoever (collectively, "Liens").

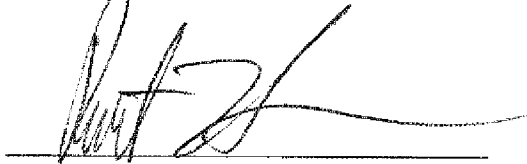
3. Assignor shall indemnify and hold Global Edge harmless from and against any and all claims, demands, actions, suits, proceedings, damages, judgments, liabilities, obligations, taxes, interest, fines, penalties, loss of use, losses, costs and expenses (including reasonable attorneys' and experts' fees, costs of investigation, costs and expenses, court costs, and costs of appeal, including bonds) of every kind and nature directly or indirectly resulting from, arising out of or in connection with: (i) the Marks and Trademark Rights prior to the date hereof, (ii) any breach by Assignor of any of Assignor's covenants, promises, agreements, representations and/or warranties in this Trademark Assignment, and (iii) the enforcement and collection of Assignor's indemnity obligations under this Section 3 of this Trademark Assignment.
4. Assignor shall at any time and from time to time at the request of Global Edge, whether on the date of this Trademark Assignment or after the date of this Trademark Assignment, with reasonable promptness and for no additional consideration execute, endorse, acknowledge, swear to, seal and deliver to Global Edge, take such other and further actions and/or file such other and further instruments and documents to more effectively sell, convey, assign and transfer to Global Edge the Marks and Trademark Rights, to further perfect in Global Edge title to the Marks and Trademark Rights or to otherwise carry out or consummate the transaction contemplated by this Trademark Assignment. In the event Assignor shall fail or refuse to execute, acknowledge, swear to, seal and deliver to Global Edge any such instrument or document, then Assignor hereby appoints Global Edge as Assignor's attorney-in-fact to execute, endorse, acknowledge, swear to, seal, deliver and file any such instrument and document, such appointment being coupled with an interest and irrevocable.
5. Assignor represents and warrants to Global Edge that Assignor is the sole and exclusive record and beneficial owner of, and has sole and exclusive, good and marketable title to, all of the Marks and Trademark Rights, free and clear of any and all Liens.
6. This Trademark Assignment is executed by, and shall be binding upon, Assignor, and its successors and assigns, for the uses and purposes set forth herein upon its delivery to Global Edge. This Trademark Assignment shall inure to the benefit of Global Edge, and Global Edge's successors and assigns. Assignor represents and warrants to Global Edge that Assignor has the full power and authority to execute, deliver and perform this Trademark Assignment and to carry out the transactions contemplated hereby; and that this Trademark Assignment has been duly authorized, executed and delivered by Assignor and is the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

7. This Trademark Assignment shall not be amended, modified, discharged or supplemented except by a written instrument signed by an authorized representative of Assignor and Global Edge. Any term or provision of this Trademark Assignment may be waived, or the time for its performance may be extended, by the party/beneficiary entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Trademark Assignment if, as to any party or beneficiary, it is authorized in writing by an authorized representative of such party or beneficiary. No waiver of any breach of this Trademark Assignment shall be held to constitute a waiver of any other or subsequent breach. Whenever used in this Trademark Assignment, the singular shall include the plural and vice versa, and the use of any gender shall include all genders and the neuter.

IN WITNESS WHEREOF, Assignor has executed this Assignment by a duly authorized officer.

**GERIATRIC ONCOLOGY CONSORTIUM ROBERT HAUSER**

  
\_\_\_\_\_  
Printed Name: Robert Hauser  
Title: VP + COO

  
\_\_\_\_\_

**GLOBAL EDGE, INC.**



Printed Name: Janis Cohen  
Title: President and CEO

Attachment A

<u>Mark</u>	<u>Ser. No.</u>	<u>Class</u>	<u>Status</u>
CANCEREDGE DIALOGS	78/759974	41	Pending

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