

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Opus Health LLC		08/31/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Dendrite Interactive Marketing LLC		
Street Address:	1324-105 Motor Parkway		
City:	Hauppauge		
State/Country:	NEW YORK		
Postal Code:	11749		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3049676	DEBITRX	
CORRESPONDENCE DATA			
Fax Number:	(212)916-2940		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 297-5800		
Email:	NYTrademark@pitneyhardin.com		
Correspondent Name:	Elyse A. Marcus		
Address Line 1:	7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	019972-116893		
NAME OF SUBMITTER:	Elyse A. Marcus		
Signature:	/eam/		
Date:	10/12/2006		

OP \$40.00 3049676

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made as of the 31st day of August, 2006, by and between Opus Health LLC, a Delaware limited liability company ("Assignor"), and Dendrite Interactive Marketing LLC, a Delaware limited liability company ("Assignee"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, the Assignor and the Assignee have entered into a certain Purchase and Sale Agreement dated August 2, 2006, by and among Assignee, Assignor, OCI Ventures LLC and, with respect to Section 6.3, Section 6.5 and Section 6.7 thereof, Harvey Brofman, Brian Canin, Robert Joerger, Alex Phillips, and Mark Schneider (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell, assign and transfer to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Purchase Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "*Marks*").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

This Assignment of Trademarks shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of New

Jersey without giving effect to the principles of conflicts of laws thereof. This Assignment of Trademarks may be executed in counterparts, each of which shall constitute the agreement between the parties as if all signatures were appended to the original document. The parties acknowledge that there is no need for all parties to execute the same copy of this Assignment of Patents.

[NEXT PAGE IS SIGNATURE PAGE]

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TRADEMARK
REEL: 003407 FRAME: 0014

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized officers to execute this Assignment of Trademarks as of the date first above written.

OPUS HEALTH LLC

By: [Signature]
Name: Harry B. Birman CEO
Title: CEO

STATE OF New York)
COUNTY OF Suffolk) ss.:

On this 31st day of August, 2006, before me, a Notary Public, personally appeared Harry B. Birman to me known and known to me to be the individual named in and who executed the foregoing instrument, and he being by me first duly sworn, did acknowledge that he executed the same as his own free act and deed and as and for the purposes therein set forth.

[Signature]
Notary Public

VERNON L. SLAVEN
Notary Public, State of New York
No. 4862895
Qualified in Suffolk County,
Term Expires June 23, 2010

DENBRITE INTERACTIVE MARKETING LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) ss.:

On this _____ day of August, 2006, before me, a Notary Public, personally appeared _____ to me known and known to me to be the individual named in and who executed the foregoing instrument, and he being by me first duly sworn, did acknowledge that he executed the same as his own free act and deed and as and for the purposes therein set forth.

Notary Public

1436081A07082806

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized officers to execute this Assignment of Trademarks as of the date first above written.

OPUS HEALTH LLC

By: _____
Name:
Title:

STATE OF)
COUNTY OF) ss.:

On this _____ day of August, 2006, before me, a Notary Public, personally appeared _____, to me known and known to me to be the individual named in and who executed the foregoing instrument, and he being by me first duly sworn, did acknowledge that he executed the same as his own free act and deed and as and for the purposes therein set forth.

Notary Public

DENDRITE INTERACTIVE MARKETING LLC

By: Carl L. Cohen
Name: Carl L. Cohen
Title: President

STATE OF)
COUNTY OF) ss.:

On this _____ day of August, 2006, before me, a Notary Public, personally appeared Carl L. Cohen, to me known and known to me to be the individual named in and who executed the foregoing instrument, and he being by me first duly sworn, did acknowledge that he executed the same as his own free act and deed and as and for the purposes therein set forth.

Elaine Van Gunst
Notary Public

**ELAINE VAN GUNST
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 24, 2011**

14J6081A07082806



Schedule A

Registered Trademarks

Servicemark or Trademark	Registration No.	Registration Date
DebitRx	3,049,676	January 24, 2006

Unregistered Trademarks

Physicians ChoiceTM(Non-Registered)
Adherence ChoiceTM(Non-Registered)
Loyalty ChoiceTM(Non-Registered)
Sample ChoiceTM(Non-Registered)
Launch ChoiceTM(Non-Registered)
Conversion ChoiceTM(Non-Registered)
Phase IV ChoiceTM(Non-Registered)
Cross-Brand ChoiceTM(Non-Registered)
OPUS HealthTM(Non-Registered)

Pending Servicemark or Trademark Applications

Servicemark or Trademark	Application Number	Application Date
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Trade Names

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