

11-22-2000



101523985

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRO
11-21-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name NurseWeek Publishing, Inc.

10-31-2000

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name MCG Finance Corporation

DBA/AKA/TA

Composed of

Address (line 1) 1100 Wilson Boulevard

Address (line 2) Suite 800

Address (line 3) Arlington
City

Virginia
State/Country

22209
Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

11/21/2000 DNGUYEN 00000431 2349205

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002180 FRAME: 0727

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,349,205"/>	<input type="text" value="1,938,802"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,021,041"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,964,323"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Sandra E. Holloway
Name of Person Signing

Sandra E. Holloway
Signature

November 20, 2000
Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of October 31, 2000, by **NURSEWEEK PUBLISHING, INC.** (including any successor or permitted assignee thereof, "Grantor"), in favor of **MCG FINANCE CORPORATION** (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), as administrative agent for itself and the Lenders. Capitalized terms used herein and not otherwise defined shall have the meaning given them in the Credit Agreement referred to below unless the context clearly requires otherwise.

RECITALS

WHEREAS, Grantor and each direct and indirect Subsidiary of Grantor (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Administrative Agent and the Lenders for (a) a line of credit pursuant to which up to \$250,000 (subject to adjustment) can be borrowed from time to time on a senior secured basis, and (b) a seven-year, multiple advance term loan pursuant to which \$10,000,000 can be borrowed on a senior secured basis (but which availability is subject to adjustment); and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of October 31, 2000 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of October 31, 2000 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. **Grant.** Grantor hereby grants to Administrative Agent an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. **Requested Recordation.** Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. **Assignment.** Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Administrative Agent.

4. **Power of Attorney.** Subject to the termination of this IP Security Agreement pursuant to Section 5, Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary or

advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable until the termination of this IP Security Agreement pursuant to Section 5 hereof.

5. Release. This IP Security Agreement and the security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Administrative Agent (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP

Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

By: Cle Rice-Riordan
Name: CLE RICE-Riordan

NURSEWEEK PUBLISHING, INC.
(as Grantor)

By: Dennis Riordan
Name: Dennis Riordan
Title: President

[CORPORATE SEAL]

Address: 1156-B, C, D, F Aster Ave.
Sunnyvale, CA ~~94240~~ 94086

Telephone: 978 355-8550
Facsimile: 978 355-2647

WITNESS:

By: _____

MCG FINANCE CORPORATION
(as Administrative Agent)

By: _____
Name: Dana E. Stern, Esq
Title: Associate General Counsel and Vice President

Address: 1100 Wilson Boulevard
Suite 800
Arlington, VA 22209

Telephone: () _____
Facsimile: () _____

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

NURSEWEEK PUBLISHING, INC.
(as Grantor)

By: _____
Name: _____

By: _____
Name: Dennis Riordan
Title: Chief Executive Officer

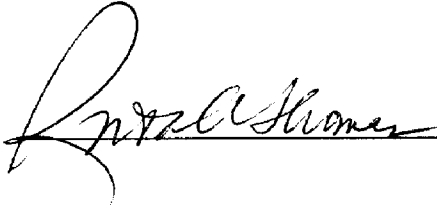
[CORPORATE SEAL]

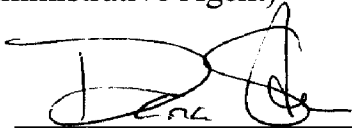
Address: 1156-B, C, D, F Aster Ave.
Sunnyvale, CA 94240

Telephone: () _____
Facsimile: () _____

WITNESS:

MCG FINANCE CORPORATION
(as Administrative Agent)

By:  _____

By:  _____
Name: Dana E. Stern, Esq
Title: Associate General Counsel and Vice President

Address: 1100 Wilson Boulevard
Suite 800
Arlington, VA 22209

Telephone: (703) 247-7541
Facsimile: (703) 247-7545

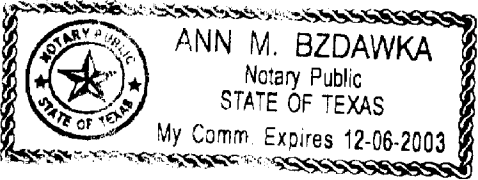
ACKNOWLEDGMENT

STATE OF Texas :
 : SS
COUNTY OF Deafou :

Before me, the undersigned, a Notary Public, on this 24th day of October, 2000, personally appeared Dennis Riordan, to me known personally, who, being by me duly sworn, did say that he/she is the President of NURSEWEEK PUBLISHING, INC., and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said NURSEWEEK PUBLISHING, INC. by authority of its board of directors, and the said Dennis Riordan acknowledged said instrument to be his/her free act and deed.

Ann M. Bzdawka

Notary Public
Print Name: Ann M. Bzdawka
My Commission Expires: 12-06-03



ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA :
 : SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 23rd day of OCTOBER, 2000, personally appeared Dana E. Stern, Esq. to me known personally, who, being by me duly sworn, did say that she is the Associate General Counsel and Vice President of **MCG FINANCE CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Finance Corporation by authority of its Board of Directors, and the said Associate General Counsel and Vice President acknowledged said instrument to be her free act and deed.

Ruth A. Thomas
Notary Public
Print Name: RUTH A. THOMAS
My Commission Expires My Commission Expires January 31, 2004

COPYRIGHT COLLATERAL

I. Registered Copyrights		
Copyright Title	Registration Number	Registration Date
HealthWeek (3/15/99; 3/29/99)	TX 4-974-821	05/19/99
HealthWeek (4/12/99; 4/26/99)	TX 4-911-294	05/24/99
HealthWeek 5/10/99; 5/24/99; 6/7/99; 6/21/99; 7/5/99; 7/19/99; 8/2/99	TX 3-767-399	09/24/99
HealthWeek 8/16/99; 8/30/99; 9/13/99; 9/27/99; 10/11/99	TX 5-022-504	11/17/99
HealthWeek 10/25/99; 11/8/99; 11/22/99; 12/6/99; 12/13/99	TX 5-041-366	01/27/00
HealthWeek 01/10/00; 01/24/00; 02/07/00; 02/21/00; 03/06/00	TX 5-078-435	05/10/00
HealthWeek 03/20/00; 04/03/00; 04/17/00; 05/01/00; 05/15/00	TX 5-108-156	06/12/00
HealthWeek 5/29/00; 6/12/00; 6/26/00; 7/10/00	TX 4-148-122	08/16/00
NurseWeek 3/8/99; 5/3/99	TX 4-873-488	05/06/99

#388314 v2

Schedules to IP Security Agreement

TRADEMARK
REEL: 002180 FRAME: 0737

NurseWeek 4/19/99; 5/17/99	TX 4-911-293	05/24/99
NurseWeek 3/22/99; 5/31/99; 6/14/99	TX 3-767-401	09/24/99
NurseWeek 6/28/99; 7/12/99; 7/26/99; 8/9/99; 9/23/99	TX 3-767-400	09/24/99
NurseWeek (4/5/99)	TX 5-009-466	05/3/99
NurseWeek 9/6/99; 9/20/99; 10/4/99; 10/18/99	TX 5-022-503	11/17/99
NurseWeek 11/1/99; 11/15/99; 11/29/99; 12/13/99	TX 5-041-365	01/27/00
NurseWeek 1/10/00; 1/17/00; 1/31/00; 2/14/00; 2/28/00; 3/13/00	TX 5-087-178	04/24/00
NurseWeek 3/27/00; 4/10/00; 4/24/00; 5/8/00	TX 5-108-157	06/12/00
NurseWeek 5/22/00; 6/5/00; 6/19/00; 7/3/00	TX 5-142-963	07/31/00

II. Pending Copyright Applications

Copyright Title	Application Number	Filing Date	Date of Creation	Date of Publication
NurseWeek MidWest May/June 2000; July/August 2000; Sept./Oct. 2000	N/A	09/13/00	5/1/00 6/26/00 9/4/00	5/1/00 6/26/00 9/4/00
HealthWeek 7/24/00; 8/21/00; 8/7/00; 9/4/00	N/A	9/13/00	7/24/00 8/7/00 8/21/00 9/4/00	7/24/00 8/7/00 8/21/00 9/4/00
NurseWeek 7/17/00; 7/31/00; 8/14/00; 8/28/00; 9/11/00	N/A	9/13/00	7/17/00 7/31/00 8/14/00 8/28/00 9/11/00	7/17/00 7/31/00 8/14/00 8/28/00 9/11/00

III. Unregistered Copyrights			
Copyright Title	Date of Creation	Date of Publication	Original Author/Owner
NurseWeek 9/25/00	9/25/00	9/25/00	NurseWeek Publishing, Inc.
NurseWeek 10/9/00	10/9/00	10/9/00	NurseWeek Publishing, Inc.
NurseWeek 10/23/00	10/23/00	10/23/00	NurseWeek Publishing, Inc.
HealthWeek 9/18/00	9/18/00	9/18/00	NurseWeek Publishing, Inc.
HealthWeek 10/2/00	10/2/00	10/2/00	NurseWeek Publishing, Inc.
HealthWeek 10/16/00	10/16/00	10/16/00	NurseWeek Publishing, Inc.
NurseWeek MidWest Sept./Oct. '00	9/18/00	9/18/00	NurseWeek Publishing, Inc.

IV. Copyright Licenses					
Copyright	Licensor	Licensee	Effective Date	Expiration Date	Subject Matter
--NONE--					

PATENT COLLATERAL

I. Patents			
Patent	Issue		
Number	Country	Date	Title
--NONE--			

II. Pending Patent Applications					
Patent	Atty. Docket	Serial Filing			
Title	Number	Country	Number	Date	Status
--NONE--					

III. Patent Licenses					
				Effective	Expiration
Patent No.	Country	Licensor	Licensee	Date	Date
--NONE--					

TRADEMARK COLLATERAL

I. Registered Trademarks		
Trademark Description	Country	Registration Number
HEALTHWEEK	U.S.	2,349,205
NURSING AND ALLIED HEALTHWEEK	U.S.	2,021,041
ALLIED HEALTHWEEK	U.S.	1,964,323
NURSEWEEK	U.S.	1,938,802

II. Pending Trademark Applications					
Trademark Description	Atty. Docket Number	Country	Serial Number	Filing Date	Status
--NONE--					

III. Trademark Licenses						
Registration Number	Mark	Country	Licensor	Licensee	Effective Date	Expiration Date
--NONE--						