

03-06-2001

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027

FEB 2 2001



101625818

2024-01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type <input type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____ <input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____ <input checked="" type="checkbox"/> Corrective Document Reel # 1475 Frame # 0198	Conveyance Type <input type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Correction of Reg. No. 1596968
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Conveying Party Mark if additional names of conveying parties attached

Name Quadrant HealthCom Inc. Execution Date
 Month Day Year
06 25 1996

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached

Name United Jersey Bank

DBA/AKA/TA _____

Composed of _____

Address (line 1) CN 5316

Address (line 2) 301 Carnegie Center

Address (line 3) Princeton NJ / USA 08543-5316
 City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other Banking Corporation

Citizenship/State of Incorporation/Organization New Jersey

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.)

03/05/2001 DBYRNE 00000144 1596968

01 FC:401

40.00 DP

FOR OFFICE USE ONLY

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: 002244 FRAME: 0975

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1) FEB 2 2001

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="1596968"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Peter Spingola

Name of Person Signing

Peter Spingola
Signature

2-20-01

Date Signed

TRADEMARK
REEL: 002244 FRAME: 0976

FROM THOMSON & THOMSON 202-728-0741

(TUE) 6 25 '96 13:42/ST. 13:40/NO. 3760326301 P. 3

FORM PTO-1004
(Rev. 9-85)
OMB No. 5010-0111 (exp. 10-95)

RECORD
RECEIVED TR
JUN 26 1996

06-28-1996

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

181-407482-65

To the Honorable Commissioner of Patents and Trademarks
Washington, D.C. 20530

181-407482-65

and documents or copy thereof.

1. Name of conveying party(ies):
Quadrant HealthCom Inc.
 MAD 654p

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: United Jersey Bank
 Internal Address: CN 5316
 Street Address: 301 Carnegie Center
 City: Princeton State: NJ ZIP: 08543-5316

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other New Jersey banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 25, 1996

4. Application number(s) or patent number(s):
 A. Trademark Application No.(s)
74/531487
74/688301
75/014459

B. Trademark Registration No.(s)
See attached

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Ross L. Weston, Esq.
 Internal Address: _____

 Street Address: 47 Hulfish Street
Suite 400
 City: Princeton State: NJ ZIP: 08542

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41).....\$ 690

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

040 JS 06/28/96 74531487	0 481	40.00 CK
040 JS 06/28/96 74531487	0 482	650.00 CK

9. 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.

Ross L. Weston
 Name of Person Signing

[Signature]
 Signature

June 25, 1996
 Date

Total number of pages including cover sheet, attachments, and document: 11

All documents to be recorded with required cover sheet information for
 Commissioner of Patents & Trademarks, State Administration
 Washington, D.C. 20531
TRADEMARK
 REEL: 1475 FRAME: 0198

TRADEMARK
 REEL: 002244 FRAME: 0977

Trademark Registration No. (s)

1,666,683
1,934,439
1,926,753
1,596,986
1,958,442
803,447
1,903,932
1,087,304
922,418
1,066,698
1,229,788
1,061,904
1,756,805
1,646,821
1,664,997
1,646,821
1,603,694
1,419,979
1,334,906

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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT ("Agreement") is made and entered into as of the 25th day of June, 1996 between QUADRANT HEALTHCOM INC., a Delaware corporation ("Assignor"), and UNITED JERSEY BANK, a banking corporation of the State of New Jersey ("Assignee").

BACKGROUND

A. In order to induce Assignee to make available to Assignor an \$11,000,000.00 term loan and a \$2,000,000.00 revolving credit facility pursuant to a certain Loan and Security Agreement of even date herewith between the Assignee and Assignor (as amended, modified or extended from time to time, the "Loan Agreement"), Assignor has agreed to grant to Assignee a security interest in certain servicemarks, trademarks, trade names and the goodwill associated therewith, as herein provided.

B. Any term capitalized but not defined herein shall have the meaning given to such term in the Loan Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure: (A) the complete and timely payment, satisfaction and performance of the liabilities, obligations, covenants and agreements of Assignor to Assignee, whether arising out of or incurred in connection with the Loan Agreement, the Notes and/or the Loan Documents, as such liabilities, obligations, covenants and agreements may be hereafter amended, increased, decreased, supplemented or extended by any and all renewals, extensions, replacements or modifications of such Notes or Loan Documents hereafter entered into or otherwise arising or incurred; (B) the complete and timely payment, satisfaction and performance of all other existing and future liabilities, obligations, covenants and agreements of Assignor to Assignee, whether arising out of the transactions contemplated by the Loan Agreement or otherwise arising, whether absolute or contingent, direct or indirect, of any nature whatsoever including without limitation covenants, agreements, obligations and liabilities arising hereunder, or under suretyship agreements, security agreements, pledge agreements, mortgages and any other contract, agreement, document or instrument executed by Assignor in favor of Assignee or in which Assignee has an interest, whether now existing or hereafter entered into (all of such liabilities and obligations are hereinafter collectively referred to as the "Obligations"), Assignor hereby grants and conveys to Assignee with power of sale, to the extent permitted by law, upon the occurrence of an event of Default as hereinafter defined, a security interest in and to each and every one of Assignor's now owned or existing or

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hereafter acquired or arising servicemark applications, servicemarks (whether registered, unregistered or for which any application to register has been filed), trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), trade names, all of which are listed in Schedule A attached hereto and incorporated herein (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights owned by Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), and the goodwill of the business to which such Marks may relate.

2. Warranties and Representations. Assignor covenants and warrants that: (A) it is the sole and exclusive owner of the entire right, title and interest in each of the registered Marks in connection with the conduct of its business in the jurisdictions in which it is operating; (B) the Marks are free and clear of any liens, pledges, assignments or other encumbrances; (C) it has the unqualified right to enter into this Agreement and perform its terms; (D) the registered Marks are subsisting and have not been adjudged invalid or unenforceable; (E) each of the registered Marks is valid and enforceable; (F) no material claim has been made that the use of any of the Marks does or may violate the rights of any third person except for claims previously disclosed in writing to Assignee; and (G) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Marks. Assignor shall, in any event, indemnify and hold Assignee harmless from all losses, damages, costs and expenses, including legal costs and counsel fees, incurred by Assignee as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that any Mark infringes any servicemarks or trademarks held by third parties.

3. Right to Benefits. If, before the Obligations shall have been satisfied in full, Assignor shall become entitled to the benefit of any additional servicemark, trademark registration or application the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Assignee reasonably prompt written notice thereof.

4. Future Marks. Assignor authorizes Assignee to modify this Agreement by amending Schedule A to include any future servicemarks, trademarks, or trade names which are Marks under paragraph 1 or paragraph 3 hereof.

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5. Events of Default. The term "Event of Default", as used herein, shall mean (A) if any representation or warranty made by Borrower herein shall prove to have been incorrect in any material respect; (B) if Borrower fails to comply with any of the covenants contained herein, when and as such compliance is due; and (C) any Event of Default as such term is defined in the Loan Agreement and the other Loan Documents.

6. Assignor's Right to Use Marks. Unless and until an Event of Default shall occur, Assignor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof except as otherwise permitted in writing by Assignee.

7. Maintenance of Marks. Assignor shall have the duty to diligently maintain all registrations of those Marks which remain in use in interstate commerce, including the timely filing of declarations of continuous use and renewals as appropriate. Nothing herein contained shall prohibit Assignor from failing to renew or otherwise abandoning any item included within the Marks if, in Assignor's good judgment, the retention of such item is not material to the proper conduct of its business or would otherwise be detrimental to Assignor, provided, however, that Assignor shall give Assignee ten (10) days prior written notice of any abandonment or failure to renew of any item included within the Marks.

8. Assignee's Rights As Secured Party. If any Event of Default shall have occurred, Assignee shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Marks may be located and, without limiting the generality of the foregoing, Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in New Jersey or elsewhere, the whole or from time to time any part of the Marks and, as applicable, the goodwill associated therewith, or any interest which Assignor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given in writing to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Marks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent

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permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. Power of Attorney. If any Event of Default shall have occurred, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's names on all applications, documents, papers and instruments necessary for Assignee to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks and, as applicable, the goodwill associated therewith, to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement and until all of the Obligations shall have been satisfied in full.

10. Termination. At such time as (i) Assignor shall completely satisfy all of the Obligations, (ii) Assignee's commitment to lend terminates, and (iii) Assignor submits to Assignee a written request that the security interests granted herein be terminated, this Agreement shall terminate and Assignee shall execute and deliver to Assignor all releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor the full unencumbered title to the Marks, and, as applicable, the goodwill associated therewith, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

11. Fees and Expenses of the Assignee. If an Event of Default shall have occurred, any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be paid by Assignor on demand by Assignee, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

12. Protection of Marks. If an Event of Default shall have occurred, Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents

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reasonably required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 12.

13. No Waiver. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise of the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Manufacture and Sale. The parties understand and agree that the collateral security agreement of the Marks as provided for in this Agreement, together with other collateral provided to Assignee pursuant to the Loan Agreement and the other Loan Documents, will permit Assignee, upon the occurrence and during the continuance of an Event of Default as provided herein, to make use of all rights to the Marks, the goodwill associated therewith and certain equipment and machinery as set forth in the Loan Documents, all of which will permit the Assignee to manufacture and sell the products or provide the services for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by Assignor.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

18. Further Acts. Assignor agrees to execute and file any documents which are or may be required in order to perfect the recordal of this Agreement in the United States Patent and Trademark Office.

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19. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement the day and year first above written.

QUADRANT HEALTHCARE INC.

By: [Signature]
Name: [Signature]
Title: Steve G. Stokelburn

UNITED JERSEY BANK

By: [Signature]
Name: Henry G. Kush, Jr.
Title: Vice President

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STATE OF NEW JERSEY :
COUNTY OF MERCER :

Be it remembered, that on this 25 day of June, 1996, before me, the subscriber, in and for said county, personally appeared Stephen C. Strickland of QUADRANT HEALTHCOM INC. who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid; and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

Arthur E. Schmidt
Notary Public

My Commission Expires:

ARTHUR E. SCHMIDT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 12, 2000

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STATE OF NEW JERSEY :
:
COUNTY OF MERCER :

Be it remembered, that on this 25 day of June, 1996, before me, the subscriber, in and for said county, personally appeared Henry G. Rush, Jr., Vice President of United Jersey Bank who I am satisfied is the person who signed the within instrument, and she acknowledged that she signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

Patti E. Schmidt
Notary Public

My Commission Expires:

PATTI E. SCHMIDT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 12, 2000

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REEL: 002244 FRAME: 0986

**TRADEMARK COLLATERAL SECURITY AGREEMENT
SCHEDULE A**

Trademark	Registration No.
Trademark Registrations	
Anesthesiology Review	1,666,683
American Journal of Anesthesiology, The	1,934,439
American Journal of Orthopaedics, The	1,926,753
Cosmetic Dermatology	1,596,968
Cosmetic Dermatology	1,958,442
Cutis	803,447
Dentistry and Managed Care News	1,903,932
Drug Therapy	1,087,304
Emergency Medicine	922,418
EM	1,066,698
Female Patient, The	1,229,788
Female Patient, The	1,061,904
Group Practice Managed Healthcare News	1,756,805
Hospital Medicine	1,646,821
Orthopaedic Review	1,664,997
P&T	1,646,821
Physicians' Travel & Meeting Guide	1,603,694
Tricks of the Trade	1,419,979
VA Practitioner	1,334,906
Pending Applications	
Federal Practitioner	74/531487
Home Healthcare Today	74/688301
Progressive Dentistry	75/014459

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TRADEMARK
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Trademark	Registration No.
Common-Law Trademarks	
The Female Patient, OB/GYN Edition	N/A
The Female Patient, Waiting Room Copy	N/A
The Female Patient, Primary Care Edition	N/A
Hospital Therapy (former title of P&T)	N/A
Pharmacy & Therapeutics (alternate title to P&T)	N/A

PH13402_1.MPS

RECORDED: 06/26/1996

RECORDED: 02/22/2001

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