

05-03-2001

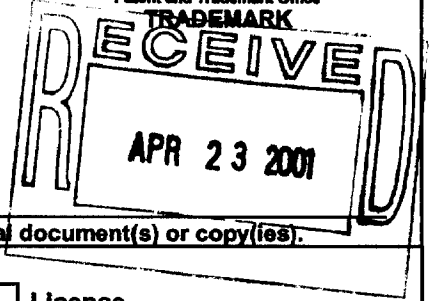


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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK



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  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other GRANT OF SECURITY INTEREST (TRADEMARKS)

10.28.3

Conveying Party

Mark if additional names of conveying parties attached

Name JOBSON PUBLISHING L.L.C. Execution Date  
Month Day Year 03 05 01

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other LIMITED LIABILITY COMPANY
- Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name THE BANK OF NEW YORK, as Administrative Agent

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) ONE WALL STREET

Address (line 3) NEW YORK NEW YORK 10286

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other \_\_\_\_\_

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.)

- Citizenship/State of Incorporation/Organization NEW YORK

FOR OFFICE USE ONLY

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FC:481  
FC:482

40.00 OP  
100.00 OP

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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: 002285 FRAME: 0284

**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)

**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.) #

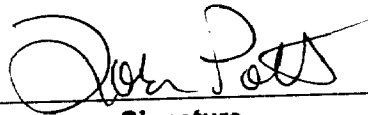
Deposit Account Number: #

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.

LORI POTTS



4/18/01

Name of Person Signing

Signature

Date Signed

### **GRANT OF SECURITY INTEREST (TRADEMARKS)**

The undersigned, a Delaware limited liability company (the "Grantor"), is obligated to THE BANK OF NEW YORK, as Administrative Agent (the "Secured Party"), and has entered into a Security Agreement, dated as of March 19, 1998 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Secured Party.

Pursuant to the Security Agreement, the Grantor granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

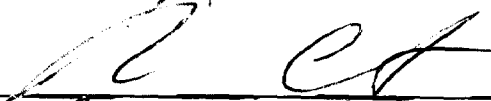
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Upon the cash payment in full of all its Obligations (as defined in the Security Agreement), the Secured Party will take whatever actions are necessary at the Grantor's expense to release or reconvey to the Grantor all right, title and interest of the Grantor in and to the Collateral.

The Administrative Agent's address is: One Wall Street, New York, New York 10286.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 5th day of March, 2001.

JOBSON PUBLISHING L.L.C.

By:   
Name: Robert C. Ambrose  
Title: SR VP

STATE OF Vermont )  
 ) ss.:  
 COUNTY OF Windsor )

On this 6<sup>th</sup> day of April, 2001, before me personally came Roger Amato to me known, who, being by me duly sworn, did depose and say that he resides at North Pomfret Vermont, that he is the Sr. Vice President of JOBSON PUBLISHING L.L.C., the company described in and which executed the above instrument, and that he signed his name thereto by order of the managing body thereof.

*Carim Turner*  
 Notary Public 21.0103  
 [Notary's Stamp]

**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**  
**Dated as of March 5, 2001**

<u>Name/Trademark</u>	<u>Registration Number</u>	<u>Reg. Date</u>
NurseWeek Publishing	--none--	
Healthweek	US 2,349,205	05/16/2000
Nursing and Allied Healthweek	US 2,021,041	12/03/1996
Allied Healthweek	US 1,964,323	03/26/1996
Nurseweek	US 1,938,802	11/28/1995
Nursing Excellence	US 2,391,491	10/03/2000
Nursing Excellence	MI MO3-258	03/24/1999
RN Excellence	MI MO3-257	03/24/1999
Excellence (common law)	--none--	
Concept Media	--none--	

<u>Domain Names</u>	<u>Registration Date</u>	<u>Expires</u>
nurseweek.com	07/30/1995	07/31/2010
nurseweek.net	08/04/2000	08/04/2010
nurseweek.org	08/04/2000	08/04/2010
healthweek.com	02/02/1996	02/04/2001
nursingexcellence.com	05/22/1998	05/22/2000
nursingexcellence.net	06/14/1999	06/14/2003
nursingexcellence.org	09/27/1998	09/27/2001
nursingexcellence.tv	10/18/2000	10/18/2001
nursingexcellence.ws	10/18/2000	10/18/2002
rnexcellence.com	03/12/1996	03/13/2001
rnexcellence.net	06/14/1999	06/14/2003
rnexcellence.org	09/27/1998	09/27/2001
conceptmedia.com	02/09/1999	02/09/2003
conceptmedia.net	10/27/2000	10/27/2001
conceptmedia.org	10/27/2000	10/27/2001