

12-10-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

REC T

101913023

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 12/7/01 The Center for Health Care Education, LLC
Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: JP Morgan Chase Bank Internal Address: Street Address: 1166 Avenue of the Americas, 16th Fl City: New York State: NY Zip: 10036
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State a New York banking corporation, as Administrative and Other Collateral Agent and Arranger
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: November 30, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/030,128 B. Trademark Registration No.(s)
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Lauren Bernstein, Esq. Internal Address: Kaye Scholer LLP
Street Address: 425 Park Avenue City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

12/07/2001 DIAZI 00000061 76030128 40.00 DP

DO NOT USE THIS SPACE

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.
Johanne Rémy Signature Date 12-5-01

Total number of pages including cover sheet, attachments, and document: 5
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

# SECURITY AGREEMENT

## (TRADEMARKS)

WHEREAS, The Center for Health Care Education, LLC, a Delaware limited liability company (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to JPMorgan Chase Bank, a New York banking corporation, as administrative and collateral agent and arranger (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of November 30, 2001 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to 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 payment, performance and observance of the Secured Obligations;

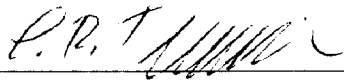
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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

Grantee's address is 1166 Avenue of the Americas, 16th Floor  
New York, NY 10036.

IN WITNESS WHEREOF, Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 30<sup>th</sup> day of November, 2001.

THE CENTER FOR HEALTH CARE  
EDUCATION, LLC

By:   
Name: LAWRENCE R. TIMMERMAN  
Title: PRESIDENT

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date/Application Date</u>	<u>Reg. No./Serial No.</u>
------------------	-----------------------------------	----------------------------

EVOLUTIONS: EVIDENTIAL EXPLORATIONS IN PATIENT CARE	Applied for April 20, 2000	U.S. T.M. App. 76/030,128
--	----------------------------	---------------------------