

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Multimedia Healthcare/Freedom L.L.C		08/26/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	2325 Lakeview Parkway
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10		
Property Type	Number	Word Mark
Registration Number:	2074752	THE ANNALS OF LONG-TERM CARE
Registration Number:	2290740	THE JOURNAL OF GENDER-SPECIFIC MEDICINE
Registration Number:	2124552	HEMOPHILIA REPORTS
Registration Number:	2124551	A PHYSICIAN'S GUIDE TO LONG-TERM CARE
Registration Number:	2320955	CLINICAL GERIATRICS, THE CLINICAL AUTHORITY IN THE CARE OF THE MATURE PATIENT
Registration Number:	2136357	HEALTH CARE BUSINESS DIGEST
Serial Number:	78147229	FAMILY HEALTH MATTERS
Serial Number:	78344319	ANNALS OF GERIATRIC PSYCHIATRY
Serial Number:	78355995	VANTAGE A NEW VANTAGE POINT FOR CAREGIVERS OF LOVED ONES WITH ALZHEIMER'S DISEASE AND OTHER RELATED ILLNESSES
Serial Number:	78381551	NURSING HOME ECONOMICS

CORRESPONDENCE DATA	
Fax Number:	(404)572-5149

900012326

**TRADEMARK
 REEL: 002927 FRAME: 0218**

CH \$265.00 2074752

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-572-2491
Email: tmcclellon@kslaw.com
Correspondent Name: Talisha McClennon/Eduardo Waite
Address Line 1: 191 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	6560/09611.015003
NAME OF SUBMITTER:	Talisha McClennon/E. Waite 09611.015003

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 26, 2004, by MULTIMEDIA HEALTHCARE/FREEDOM, L.L.C., a Delaware limited liability company (“Grantor”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 30, 2002, by and among HMP COMMUNICATIONS, LLC, a Delaware limited liability company (“Borrower”), the Persons signatory thereto as Credit Parties, the Persons signatory thereto from time to time as Lenders, and Agent, as amended by that certain First Amendment and Consent to Credit Agreement, dated as of the date hereof, by and among Borrower, the Persons signatory thereto as Credit Parties, the Persons signatory thereto from time to time as Lenders, and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantor;

WHEREAS, as a condition, among others, for Agent and Lenders to make Loans and incur Letter of Credit Obligations in favor of Borrower as provided for in the Credit Agreement, Grantor shall be signatory to and subject to the terms and conditions of, the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark Reg. No. Date

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

SCHEDULE I

US Trademark Applications and Registrations

MARK	CLASS	GOODS/SERVICES	APP. NO. APP. DATE	REG. NO. REG. DATE	STATUS
FAMILY HEALTH MATTERS	16	Publications, namely, a magazine for women featuring information on medicine and medical issues	78/147,229 07/24/02		Suspended
THE ANNALS OF LONG-TERM CARE	16	Magazine published for physicians and healthcare professionals	75/151,810 08/16/96	2,074,752 06/24/97	Registered
THE JOURNAL OF GENDER-SPECIFIC MEDICINE	16	Magazine published periodically for physicians and healthcare professionals in the field of gender-specific medicine	75/594,597 11/24/98	2,290,740 11/02/99	Registered
HEMOPHILIA REPORTS	16	Magazine for physicians and healthcare professionals	75/216,912 12/23/96	2,124,552 12/23/97	Registered
A PHYSICIAN'S GUIDE TO LONG-TERM CARE	16	Magazine for physicians and healthcare professionals	75/216,911 12/23/96	2,124,551 12/23/97	Registered
ANNALS OF GERIATRIC PSYCHIATRY	16	Magazines, brochures, pamphlets and other publications	78/344,319 12/22/03		Pending
VANTAGE A NEW POINT FOR CAREGIVERS OF LOVED ONE WITH ALZHEIMER'S DISEASE AND OTHER RELATED ILLNESSES	16	Magazines, brochures, pamphlets and other publications	78/355,995 01/22/04		Pending

CLINICAL GERIATRICS, THE CLINICAL AUTHORITY IN THE CARE OF THE MATURE PATIENT	16	Magazine published periodically for physicians and healthcare professionals in the field of clinical geriatrics	75/594,598 11/24/98	2,320,955 02/22/00	Registered
HEALTH CARE BUSINESS DIGEST	16	Magazine for physicians and health care professionals	75/102,003 05/10/96	2,136,357 02/10/98	Registered
NURSING HOME ECONOMICS	16	Magazines for physicians and healthcare professionals	78/381,551 03/10/04		Pending

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MULTIMEDIA HEALTHCARE/FREEDOM,
L.L.C., as Grantor

By: HMP Communications, LLC, its Sole Member

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)

ss.

COUNTY OF _____)

On this ____ day of August 2004, before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MultiMedia Freedom/Healthcare, L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that said instrument was signed on behalf of said limited liability company as authorized by its members and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public
Expires: _____

{seal}

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]