# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Release of Security Interest

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank		08/11/2004	CORPORATION:

# RECEIVING PARTY DATA

Name:	Multimedia Healthcare/Freedom, LLC	
Street Address:	17666 Fitch	
City:	Irvine	
State/Country:	CALIFORNIA	
Postal Code:	92614-6022	
Entity Type:	pe: Limited Liability Company: DELAWARE	

# PROPERTY NUMBERS Total: 15

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:	78239677	THE PRINCETON INSTITUTE'S CENTER FOR CLINICAL MANAGEMENT
Serial Number:	78239682	COUNCIL FOR CLINICAL STRATEGIES IN LONG-TERM CARE
Serial Number:	78239683	COUNCIL FOR CLINICAL STRATEGIES
Serial Number:	78239686	COUNCIL FOR LONG TERM CARE CLINICAL STRATEGIES
Serial Number:	78242943	WOMEN & HEALTH KEYS TO A HEALTHY LIFE FOR YOU AND YOUR FAMILY

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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

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

Phone: 404-572-2611

Email: vfitzpatrick@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 191 Peachtree Street

Address Line 2: c/o Vandy F. Fitzpatrick

Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Signature:	/s/Vandy F. Fitzpatrick
Date:	02/23/2005

# Total Attachments: 3

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# RELEASE CERTIFICATE

Reference is made to (a) the credit agreement dated as of May 18, 2004 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Procedum Communications Holdings, Inc. ("Holdings"), Preedom Communications, Inc. (the "Borrower"), JPMorgan Chase Bank, as administrative agent (the "Administrative Agent"), Morgan Stanley Senior Funding Inc. and UBS Securities LLC, as syndication agents, Wachovia Benk, National Association and Deutsche Bank Securities, Inc., as documentation agents, and the lenders party thereto (the "Lenders"), (b) the Guarantee and Collateral Agreement dated as of May 18, 2004 (as amended, supplemented, waived or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the Administrative Agent and the Subsidiary Loan Parties party thereto and (c) the Membership Interest Purchase Agreement to be dated approximately August 13, 2004 (as amended, supplemented, waived or otherwise modified from time to time, the "Purchase Agreement"), between Freedom HealthCare, Inc. ("FHI"), as seller, and HMP Communications, LLC ("HMP"), as buyer. Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Pursuant to the Purchase Agreement, FHI will sell to HMP all the membership interests of MultiMedia HealthCare/Freedom, L.L.C. ("MMHC") and its wholly owned subsidiary, Princeton Institute of Healthcare Research and Education, L.L.C. ("Princeton") (the "Sale").

In accordance with Section 7.15(b) of the Collateral Agreement, each of MMHC and Princeton shall automatically be released from its obligations under the Collateral Agreement and the accurity interests in the Collateral (the "Released Collateral") upon the consummation of the Sale.

In connection therewith, the Borrower hereby confirms that the Sale is not prohibited by the Credit Agreement (including, without limitation, Section 6.05 of the Credit Agreement) or the Collateral Agreement.

The Administrative Agent hereby acknowledges and confirms, based upon the information provided in this certificate, that pursuant to Section 7.15(b) of the Colleteral Agreement, the security interest of the Administrative Agent, on behalf of the Lenders under the Credit Agreement, in the Released Colleteral shall be released and the certificates, if any, evidencing such Released Colleteral shall be returned to the Bosrower upon consummation of the Sale in accordance with the Purchase Agreement.

This certificate may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page to this certificate by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, the undersigned has executed this certificate this  $11^{4}$  day of August, 2004.

FREEDOM GOMMUNICATIONS, INC.,

Name: Alan J. Bell

Title: President and Chief Brecutive

Officer

Accepted and agreed as of the date first above written:

JPMORGAN CHASE BANK,

Title:

Name:

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IN WITNESS WHEREOF, the undersigned has executed this certificate this \_\_\_\_\_\_day of August, 2004.

FREEDOM COMMUNICATIONS, INC.,

by

Name: Title:

Accepted and agreed as of the date first above written;

JPMORGAN CHASE BANK

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Name: Managing Direct
Title: Managing Direct

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**RECORDED: 02/23/2005**