

08-27-2004

8-27-04

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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U.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): JPMORGAN CHASE BANK

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other - RELEASE

Execution Date: 8/26/2004

2. Name and address of receiving party(ies)

Name: MultiMedia Healthcare/Freedom, LLC

Internal

Address:

Street Address: 17666 Fitch

City: Irvine State: CA Zip: 348667

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other - LLC

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) PLEASE SEE ATTACHED SCHEDULE 1-B HERETO.

B. Trademark Registration No.(s) PLEASE SEE ATTACHED SCHEDULE 1-A HERETO.

Additional number(s) attached Yes No

75151810

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 3.41) \$ 390.00

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

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.

Angela Cioffi

Name of Person Signing

Angela Cioffi

Signature

Aug 26, 2004

Date

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

08/30/2004 LNUJELLER 00000017 75151810

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 02 FC:8522

40.00 OP 350.00 OP

TRADEMARK REEL: 003037 FRAME: 0201

## U.S. Federal Trademark Applications and Registrations

## SCHEDULE 1-A: REGISTRATIONS

Owner: MultiMedia Healthcare/Freedom, LLC

	MARK	APP. NO.	REG. NO.
1	THE ANNALS OF LONG-TERM CARE	75/151,810	2,074,752
2	THE JOURNAL OF GENDER-SPECIFIC MEDICINE	75/594,597	2,290,740
3	HEMOPHILIA REPORTS	75/216,912	2,124,552
4	A PHYSICIAN'S GUIDE TO LONG- TERM CARE	75/216,911	2,124,551
5	CLINICAL GERIATRICS, THE CLINICAL AUTHORITY IN THE CARE OF THE MATURE PATIENT	75/294,598	2,320,955
6	HEALTH CARE BUSINESS DIGEST	75/102,003	2,136,357

## SCHEDULE 1-B: APPLICATIONS

	MARK	APP. NO.	REG. NO.
7	FAMILY HEALTH MATTERS	78/147,229	Pending
8	THE PRINCETON INSTITUTE'S CENTER FOR CLINICAL MANAGEMENT	78/239,677	Pending
9	COUNCIL FOR CLINICAL STRATEGIES IN LONG-TERM CARE	78/239,682	Pending
10	COUNCIL FOR CLINICAL STRATEGIES	78/239,683	Pending

LA1250653.2[[NYCORP:2388445v22.4443F:05/11/04--09.48 p]]

	<b>MARK</b>	<b>APP. NO.</b>	<b>REG. NO.</b>
11	COUNCIL FOR LONG TERM CARE CLINICAL STRATEGIES	78/239,686	Pending
12	WOMEN & HEALTH KEYS TO A HEALTHY LIFE FOR YOU AND YOUR FAMILY	78/242,943	Pending
13	ANNALS OF GERIATRIC PSYCHIATRY	78/344,319	Pending
14	VANTAGE A NEW POINT FOR CAREGIVERS OF LOVED ONE WITH ALZHEIMER'S DISEARSE AND OTHER RELATED ILLNESSES	78/355,995	Pending
15	NURSING HOME ECONOMICS	78/381,551	

**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 Freedom Communications Holdings, Inc. ("Holdings"), Freedom 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 Bank, 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 security interests in the Collateral (the "Released Collateral") upon the consummation of the Sale.

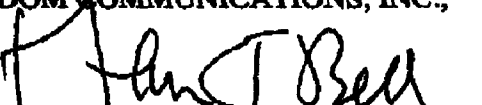
In connection therewith, the Borrower hereby confirms that the Sale is not prohibited by the Credit Agreement (including, without limitation, Section 6.05 of the Credit Agreement) or the Collateral Agreement.

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

IN WITNESS WHEREOF, the undersigned has executed this certificate  
this 11<sup>th</sup> day of August, 2004.

FREEDOM COMMUNICATIONS, INC.,

by 

Name: Alan J. Bell

Title: President and Chief Executive  
Officer

Accepted and agreed as of the date first above  
written:

JPMORGAN CHASE BANK,

by \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the undersigned has executed this certificate  
this 11<sup>th</sup> day of August, 2004.

FREEDOM COMMUNICATIONS, INC.,

by

\_\_\_\_\_  
Name:  
Title:

Accepted and agreed as of the date first above  
written:

JPMORGAN CHASE BANK,

by

\_\_\_\_\_  
Name:  
Title:



**JAMES L. STONE**  
Managing Director