

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Alert Marketing, Inc.		06/01/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Toronto Dominion (Texas) LLC
Street Address:	77 King Street West
Internal Address:	18th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5K 1A2
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	78624689	FAX/ALERT
Registration Number:	2207281	D.E./ALERT
Registration Number:	3079787	E-PHARM/ALERT
Registration Number:	2207282	HOSPITAL PHARM/ALERT
Registration Number:	1357120	M.D./ALERT
Registration Number:	2338778	M.D./ALERT CARDIOTHERAPY
Registration Number:	2207283	N.P./ALERT
Registration Number:	2207273	P.A./ALERT
Registration Number:	3076753	PHARM/ALERT

**CORRESPONDENCE DATA**

Fax Number: (404)815-6555  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 4048156500

OP \$240.00 78624689

Email: nedwards@kilpatrickstockton.com  
Correspondent Name: Robert E. Richards  
Address Line 1: 1100 Peachtree Street, Suite 2800  
Address Line 2: Kilpatrick Stockton LLP  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 53046-327525

DOMESTIC REPRESENTATIVE

Name: Robert E. Richards  
Address Line 1: 1100 Peachtree Street, Suite 2800  
Address Line 2: Kilpatrick Stockton LLP  
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Robert E. Richards

Signature: /rer/

Date: 06/19/2006

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2006 (this "Agreement"), is made by ALERT MARKETING, INC., a California corporation (the "Grantor"), in favor of TORONTO DOMINION (TEXAS) LLC, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to a First Lien Credit Agreement, dated as of June 1, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "First Lien Credit Agreement"), among the Parent, the Borrowers, the Lenders party thereto, and Toronto Dominion (Texas) LLC, as Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the First Lien Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of June 1, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the First Lien Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing Security Interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing Security Interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral");

- (a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks");
- (b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and
- (e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the Security Interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The Security Interest granted hereby has been granted as a supplement to, and not in limitation of, the Security Interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the First Lien Credit Agreement or (ii) the occurrence of the Termination Date, the Security Interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the First Lien Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

\* \* \* \* \*

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

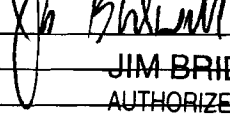
**ALERT MARKETING, INC.**

By:  \_\_\_\_\_

Name: E. SUE CHO

Title: VICE PRESIDENT

**TORONTO DOMINION (TEXAS) LLC,**  
as Administrative Agent

By:  \_\_\_\_\_  
Name: JIM BRIDWELL  
Title: AUTHORIZED SIGNATORY

**SCHEDULE I**  
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
USA	D.E./ALERT	2,207,281	December 1, 1998
USA	E-PHARM/ALERT	3,079,787	April 11, 2006
USA	HOSPITAL PHARM/ALERT	2,207,282	December 1, 1998
USA	M.D./ALERT	1,357,120	August 27, 1985
USA	M.D./ALERT CARDIOTHERAPY	2,338,778	April 4, 2000
USA	N.P./ALERT	2,207,283	December 1, 1998
USA	P.A./ALERT	2,207,273	December 1, 1998
USA	PHARM/ALERT	3076753	April 4, 2006

Item A. Trademarks

Trademark Applications In Preparation

Country	Trademark	Docket No.	Expected File Date
USA	FAX/ALERT	78/624,689	Filed May 6, 2005

Item B. Trademark Licenses

None