# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

Security Agreement NATURE OF CONVEYANCE:

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HMP Communications Acquisition, LLC		108/17/2007	LIMITED LIABILITY COMPANY:

## **RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	2325 Lakeview Parkway
Internal Address:	Suite 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2074752	THE ANNALS OF LONG-TERM CARE
Registration Number:	2124552	HEMOPHILIA REPORTS
Registration Number:	3140660	NORTH AMERICAN CENTER FOR CONTINUING MEDICAL EDUCATION
Registration Number:	3010742	NURSING HOME ECONOMICS
Registration Number:	3156621	WOUNDS
Serial Number:	77149512	EP LAB DIGEST
Serial Number:	78147229	FAMILY HEALTH MATTERS
Serial Number:	78909909	THE JOURNAL OF INVASIVE CARDIOLOGY
Serial Number:	77104018	PODIATRY TODAY
Serial Number:	78618014	SYMPOSIUM ON ADVANCED WOUND CARE SAWC
Serial Number:	77140407	TODAY'S WOUND CLINIC
Serial Number:	78912319	ARTHRITIS PRACTITIONER
		TRADEMARK

**REEL: 003605 FRAME: 0687** 

900084968

Serial Number:	78602808	ECPN EXTENDED CARE PRODUCT NEWS	
Serial Number:	78626736	HMP COMMUNICATIONS	

#### CORRESPONDENCE DATA

Fax Number: (404)572-5128

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

Phone: 404-572-2533

Email: jbalcita@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: Jeffrey P. Balcita

Address Line 2: 1180 Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09611.015003	
NAME OF SUBMITTER:	Jeffrey P. Balcita	
Signature:	/Jeffrey P. Balcita/	
Date:	08/21/2007	

#### Total Attachments: 6

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TRADEMARK REEL: 003605 FRAME: 0688

#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 17, 2007, by HMP Communications Acquisition, LLC a Delaware limited liability company ("<u>Grantor</u>"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("<u>Agent</u>").

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of dated as of August 17, 2007, by and among HMP Communications Acquisition, LLC a Delaware limited liability company ("Borrower"), the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time further 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; and

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

WHEREAS, at the time of the making of the initial Loans on the Closing Date, HMP Communications Acquisition, LLC shall be the name of the "Borrower"; provided that immediately after the making of the initial Loans on the Closing Date, HMP Communications Acquisition, LLC shall change its name to HMP Communications, LLC and at all times thereafter, HMP Communications, LLC shall be the name of the "Borrower" under the Credit Agreement and the "Grantor" hereunder;

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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in <u>Annex A</u> thereto to the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. 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 "<u>Trademark Collateral</u>"):
  - (a) all of its Trademarks to which it is a party including those referred to on Schedule I hereto;
    - (b) all reissues, continuations or extensions of the foregoing;

TRADEMARK
REEL: 003605 FRAME: 0689

- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; 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 (ii) injury to the goodwill associated with any Trademark.
- 3. <u>SECURITY AGREEMENT</u>. 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]

2

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.

HMP COMMUNICATIONS ACQUISITION, LLC as Grantor

Name: Paul Mackler

Title: President and Chief Executive

Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: \_\_\_\_\_\_\_
Duly Authorized Signatory

## **ACKNOWLEDGMENT OF GRANTOR**

COUNTY OF BANGELL SE. WESTER

On this the day of the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the company, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as anthorized by its Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

{scal}

MaryAnn Bonacci
Notary Public, Connecticut
My Commission Expires Oct. 31, 2011

Agreement to be executed and delivered by its dul above.					•
		COMMUNI ISITION, L			
	Ву:				
		Paul Mack		<i>α</i> 1 :	<b>*</b>
		Officer	and	Chief	Executive
ACCEPTED AND ACKNOWLEDGED BY:					
GENERAL ELECTRIC CAPITAL CORPORATION as Agent					
By:					
<u>ACKNOWLEDGME</u>	NT OF G	RANTOR			
STATE OF					
COUNTY OF					
On this day of, proved to me on the bas executed the foregoing instrument on behalf of did depose and say that he is an authorized office instrument was signed on behalf of said limited and that he acknowledged said instrument to be company.	of satis	factory evidence of the control of t	lence the beir ility contact and the second in the second	to be the ng by me ompany, ized by i	person who duly sworn that the said ts Managers
Nota	ary Public				
{seal}					

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## SCHEDULE I TO

# $\frac{\textbf{TRADEMARK SECURITY AGREEMENT}}{\textbf{TRADEMARKS}}$

# REGISTERED TRADEMARKS (Reg. No., Date of Registration):

			Int'l	
Reg. No.	<u>Mark</u>	Date Issued	Class	<u>Status</u>
2,074,752	"THE ANNALS OF	06/24/1997	16	Registered -
	LONG-TERM CARE"			Renewal Due
				By End of
				6-Month Grace
				Period –
				12/24/2007
3,252,613	"ARTHRITIS	06/12/2007	16	Registered -
	PRACTITIONER"			Next Filing
				Due Between
				06/12/2012 &
				06/12/2013
3,207,431	"ECPN EXTENDED	02/12/2007	16	Registered -
	CARE PRODUCT			Next Filing
	NEWS"			Due Between
				02/12/2012 &
				02/12/2013
2,124,552	"HEMOPHILIA	12/23/1997	16	Registered -
	REPORTS"			Next Filing
	•			Due Between
				12/23/2006 &
				12/23/2007
3,221,442		03/27/2007	16, 35,	Registered –
	COMMUNICATIONS"		41 &	Next Filing
			44	Due Between
				03/27/2012 &
				03/27/2013
3,140,660	"NORTH AMERICAN	09/05/2006	41	Registered –
	CENTER FOR			Next Filing
	CONTINUING			Due Between
	MEDICAL			09/05/2011 &
	EDUCATION"			09/05/2012
3,010,742	"NURSING HOME	11/01/2005	16	Registered -
	ECONOMICS"			Next Filing
				Due Between
		l		11/01/2010 &

TRADEMARK

**REEL: 003605 FRAME: 0693** 

				11/01/2011
3,156,621	"WOUNDS"	10/17/2006	16	Registered –
				Next Filing
				Due Between
				10/17/2011 &
				10/17/2012

## **TRADEMARK APPLICATIONS:**

			Int'l	
Applic. No.	<u>Mark</u>	Date Filed	Class	<u>Status</u>
77/149,512	"EP LAB DIGEST"	04/05/2007	16	Recently Filed
	[and Design]			- No Action
	FRIAD			Required
	<b>EPLAB</b> DIGEST			
78/147,229	"FAMILY HEALTH	07/24/2002	16	Response to
	MATTERS"			Final Office
				Action Due by
				09/02/2007
78/909,909	"THE JOURNAL OF	06/16/2006	16	Published –
	INVASIVE			June 2007 –
	CARDIOLOGY"			No Action
	·			Required
77/104,018	"PODIATRY	02/09/2007	16	Approved for
	TODAY"			Publication -
				May 2007 –
				No Action
				Required
78/618,014	"SAWC/	04/27/2005	41	Response to
	SYMPOSIUM ON			Office Action
	ADVANCED			Due by
	WOUND CARE"			12/11/2007
77/140,407	"TODAY'S WOUND	03/26/2007	16	Approved for
	CLINIC"			Publication –
				May 2007 –
				No Action
				Required