

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthy Advice Networks, LLC		02/11/2011	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3799364	HEALTHY ADVICE	
Registration Number:	3799382	HEALTHY ADVICE	
Registration Number:	3799546	PRACTICEWIRE	
Registration Number:	3893056	SMART CHOICES. SIMPLE STEPS.	
Registration Number:	3893057	SMART CHOICES. SIMPLE STEPS.	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-758-1509		
Email:	vwalker@pattonboggs.com		
Correspondent Name:	Vicky Walker, Patton Boggs LLP		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	023714.0132		

OP \$140.00 3799364

NAME OF SUBMITTER:	Vicky Walker, Senior Paralegal
Signature:	/Vicky Walker/
Date:	02/15/2011
Total Attachments: 4 source=Healthy Advice IPSA#page1.tif source=Healthy Advice IPSA#page2.tif source=Healthy Advice IPSA#page3.tif source=Healthy Advice IPSA#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**IP Security Agreement**") is made and effective as of February 11, 2011, by HEALTHY ADVICE NETWORKS, LLC, an Ohio limited liability company ("**Grantor**"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent (in such capacity, "**Agent**"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Second Lien Credit and Guaranty Agreement, dated as of November 13, 2007, by and among Grantor, the other Credit Parties party thereto from time to time, Agent and the lenders and other agents party thereto from time to time (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend certain amounts (the "**Loan**"); and

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

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure prompt and complete payment of the Loans and the performance and observance of all Obligations under the Credit Documents, Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Pledge and Security Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the "**IP Collateral**")

(a) The U.S., state and foreign trademark and service mark registrations and trademark and service mark applications set forth on Schedule A attached hereto and all goodwill associated with the foregoing (collectively, the "**Trademarks**");

(b) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(c) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(d) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(e) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and indefeasibly, and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at Grantor's request and sole expense) will promptly execute and deliver to Grantor (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as Grantor may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Lenders, under the Pledge and Security Agreement. The rights and remedies of Grantor and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.


NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO AGENT UNDER THIS AGREEMENT SECURING THE REPAYMENT OF THE OBLIGATIONS AND THE EXERCISE OF ANY RIGHT OR REMEDY BY AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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

GRANTOR:

HEALTHY ADVICE NETWORKS, LLC

By: 
Name: *Stephen J Schmitz*
Title: *Secretary, CFO*

[SIGNATURE PAGE TO SECOND LIEN IP SECURITY AGREEMENT]

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TRADEMARK
REEL: 004479 FRAME: 0379

SCHEDULE A

TRADEMARK COLLATERAL

Registered Trademarks:

TRADEMARK	SERIAL NO.	REGISTRATION DATE
HEALTHY ADVICE	3,799,364	June 8, 2010
HEALTHY ADVICE	3,799,382	June 8, 2010
PRACTICEWIRE	3,799,546	June 8, 2010
SMART CHOICES. SIMPLE STEPS.	3,893,056	December 21, 2010
SMART CHOICES. SIMPLE STEPS.	3,893,057	December 21, 2010