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* ADMITTED TO PRACTICE
PENNSYLVANIA AND FLORIDA

** CERTIFIED AS A CIVIL
TRIAL ADVOCATE BY THE
NATIONAL BOARD OF
TRIAL ADVOCACY

RECEIVED
05-28-1998

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ARDMORE OFFICE
212 CRICKET AVENUE
ARDMORE, PENNSYLVANIA 19003
(610) 640-2889

January 30, 1998

Commissioner of Patents and Trademarks
Box Assignment
Washington, D.C. 20230

**RE: Trademark Security Agreement Between:
American Health Communications, Inc. and
Lou Antosh**

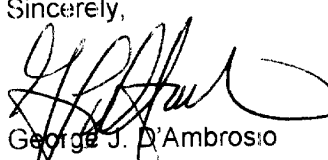
1935035

Dear Sir or Madam:

Enclosed for filing is a fully executed Trademark Security Agreement accompanied by this firm's check in the amount of \$360.

Please time stamp and return to me in the envelope provided the extra copy of page 1 of this Agreement. Thank you.

Sincerely,


George J. D'Ambrosio

GJD/aw

cc: Mr. Lou Antosh

00000314 1935035
40.00 DP
300.00 DP
20.00 DP

02/23/1998 TT0011
01 FC:441
02 FC:482
03 FC:630

TRADEMARK
REEL: 1730 FRAME: 0585

Applications for Registration

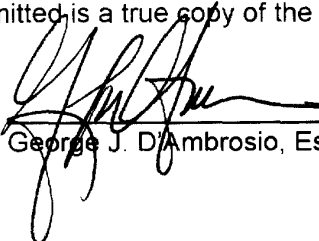
<u>Trademark</u>	<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>
E.R. Watch	75-166,348	USA	09/16/96
Growing Up Healthy	75-329,972	USA	07/24/97
Health Patrol	75-169,397	USA	09/20/96
Healthy Views	75-077,235	USA	02/22/96
O.R. Watch	75-172,643	USA	09/26/96
Regarding Health	75-372,590	USA	10/14/97
The Fresh Air Cafe	75-197,820	USA	11/14/96

TRADEMARK COVER SHEET

1. AMERICAN HEALTH COMMUNICATIONS, INC., according to the terms of a Trademark Security Agreement dated January 16, 1998 (the "Agreement"), granted to LOU ANTOSH who resides at 18 Emerson Drive, Cinnaminson, NJ 0877, a lien or security interest in and license to use the following eleven (11) trademark registrations:

Trademark	Certification of Registration	Serial Number	Registered Date
Benefits Management	1,935,035	74-557,545	11/14/95
Best Of Health	1,841,833	74-429,701	06/28/94
Florida Health Care Times	2,003,091	74-005,370	09/24/96
For Your Well Being	2,020,688	75-022,948	12/03/96
Health & You	1,770,040 1,404,872	74-315,659 559,260	05/11/93 08/12/86
Health Alert	1,921,911	74-484,999	09/26/95
Healthfactor	1,772,971	74-313,772	05/25/93
Healthy Now	2,026,103	74-695,663	12/24/96
Medicare & You	1,703,185	74,143,280	07/28/92
Starting Out Healthy	1,922,917	74-501,510	09/26/95

2. The Agreement should be recorded against all eleven (11) of the above trademarks, total fee: \$360.00.
3. All correspondence concerning this recordation request should be sent to:
- George J. D'Ambrosio, Esquire
Owens, D'Ambrosio & Nescio
25 South Church Street
West Chester, PA 19382
4. No assignee is domiciled outside the United States.
5. I, George J. D'Ambrosio, Esquire, do hereby state that I am the attorney for Lou Antosh; that I have reviewed this Trademark Cover Sheet, and the information contained on it is true and correct, and any copy submitted is a true copy of the original document.



George J. D'Ambrosio, Esquire

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated January 16, 1998, is made and entered into by AMERICAN HEALTH COMMUNICATIONS, INC., a New Jersey corporation ("AHC") and delivered to LOU ANTOSH ("Lender").

BACKGROUND

A. This Agreement is being executed effective contemporaneously with that certain Line of Credit, Term Loans and Security Agreement of even date herewith between AHC, Health Ink Publishing Group Co. ("HIP"; together with AHC sometimes hereinafter collectively referred to as ("Borrower") and Lender (said Line of Credit, Term Loans and Security Agreement as heretofore or hereafter amended, supplemented or replaced, being called the "Loan Agreement"), and certain related agreements, instruments and documents providing for certain loans and advances to be made from time to time by Lender to Borrower (all such other agreements, instruments and documents as they may hereafter be amended, supplemented or replaced, are hereinafter referred to as the "Loan Documents"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. AHC has adopted, used and is using (or has filed applications for the registration of) the trademarks, service marks and trade names listed on Schedule "A" attached hereto and made a part hereof (all such trademarks, service marks, trade names and applications for the registrations thereof are hereinafter referred to as the "Trademarks").

C. As security for all of Borrower's Liabilities (as defined in the Loan Agreement), AHC is granting and Lender is acquiring a lien on, security interest in and a license to use all of the Trademarks, together with all of the goodwill associated therewith and represented thereby, and Lender is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth in the Loan Agreement.

D. Borrower and Lender desire to have Lender's security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Borrower's Liabilities, AHC grants to Lender a second lien on and security interest in all of AHC's present and future right, title and interest in and to the Trademarks, together with all the goodwill of AHC associated with and represented by the Trademarks, and the registration thereof and

6043-238.DOC 1915-B 10/21/97

TRADEMARK
REEL: 1730 FRAME: 0588

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B. AHC has adopted, used and is using (or has filed applications for the registration of) the trademarks, service marks and trade names listed on Schedule "A" attached hereto and made a part hereof (all such trademarks, service marks, trade names and applications for the registrations thereof are hereinafter referred to as the "Trademarks").

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TRADEMARK

the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. AHC hereby covenants and agrees to maintain the Trademarks in full force and effect until all of Borrower's Liabilities are satisfied in full.

3. AHC represents, warrants and covenants to Lender that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) All of the Trademarks (except those pending application) are registered, valid and enforceable;

(c) AHC is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Lender hereunder and under the Loan Agreement) and covenants by AHC not to sue third persons;

(d) AHC has the unqualified right, power and authority to enter into this Agreement and perform its terms; and

(e) AHC has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a material adverse effect on AHC or its property.

4. AHC further covenants that:

(a) Until all of the Borrower's Liabilities have been satisfied in full, AHC will not (i) sell or assign its rights and interests in the Trademarks to any entity or person other than Lender or (ii) enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with AHC's obligations under this Agreement, Borrower's obligations under the Loan Agreement or which restrict or impair Lender's rights hereunder, without written prior consent of Lender

(b) If AHC acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. AHC shall give Lender prompt written notice thereof along with an amended Schedule "A".

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Lender that an Event of Default has occurred and is continuing under the Loan Agreement and that Lender has elected to exercise its rights hereunder (i) AHC shall continue to have the exclusive right to use the Trademarks; and (ii) Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Anything herein contained to the contrary notwithstanding, if and while AHC shall be in default hereunder or an Event of Default exists under the Loan Agreement, AHC hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in Pennsylvania, may take such action permitted hereunder, under the Loan Documents, or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of AHC's default hereunder or an Event of Default under the Loan Agreement and while such default or Event of Default exists, AHC hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as AHC's true and lawful attorney-in-fact, with the power to endorse AHC's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. AHC hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrower's Liabilities are indefeasibly paid and satisfied in full.

7. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

8. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.

9. Upon Borrower's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all of the Borrower's Liabilities, Lender shall execute and deliver to AHC all documents reasonably necessary to terminate Lender's security interest in the Trademarks.

10. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in

public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by AHC on demand by Lender and until so paid shall be added to the principal amount of Borrower's Liabilities to Lender and shall bear interest at the rate prescribed in the Loan Agreement for the Line of Credit.

11. Subject to the terms of the Loan Agreement, AHC shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, until Borrower's Liabilities shall have been satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Lender, AHC shall make federal application on registerable but unregistered trademarks belonging to AHC and licensed to AHC. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by AHC. AHC shall not abandon any Trademarks without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed.

12. AHC shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender may, if AHC reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. AHC shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.

13. Upon the occurrence of an Event of Default under the Loan Agreement or hereunder, Lender may, without any obligation to do so, complete any obligation of AHC hereunder, in AHC's name or in Lender's name, but at the expense of AHC, and AHC hereby agrees to reimburse Lender in full for all expenses, including, without limitation, all reasonable attorneys' fees incurred by Lender in protecting, defending and maintaining the Trademarks.

14. No course of dealing between AHC and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between AHC and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

16. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania, without regard to its otherwise applicable principles of conflicts of laws.

18. AHC agrees to the jurisdiction of the State and Federal Courts located in Philadelphia, Pennsylvania and to service by certified mail, return receipt requested at the address of the AHC.

19. AHC AND LENDER EACH WAIVE ANY AND ALL RIGHTS EITHER MAY HAVE TO A JURY TRIAL ARISING IN CONNECTION WITH ANY PROCEEDING OR CONTROVERSY RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN AHC AND LENDER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, under seal, effective the day and year first above written.

AMERICAN HEALTH COMMUNICATIONS, INC.

By: 

Craig Ammerman

Approved and Accepted:



Lou Antosh

SCHEDULE "A"
TO TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Trademark</u>	<u>Certification of Registration</u>	<u>Serial No.</u>	<u>Country</u>	<u>Registered Date</u>
Benefits Management	1,935,035	74-557,545	USA	11/14/95
Best of Health	1,841,833	74-429,701	USA	06/28/94
Florida Health Care Times	2,003,091	74-005,370	USA	09/24/96
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	1,404,872	559,260	USA	08/12/86
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REGORDED: 02/05/1998

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