

MSD 8.24.98

RECORDATION FORM COVER SHEET

08-27-1998

Tab settings = = =

To the Honorable Commissioner of Patents



Record original documents or copy thereof.

1. Name of conveying party(ies):

- 1. SCP Communications, Inc.
- 2. PRR, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: August 14, 1998

100807128

Name of receiving party(ies)

Name: The Northern Trust Company

Internal Address:

Street Address: 50 South LaSalle

City: Chicago State: IL ZIP: 60675

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

If assignee is not domiciled in the United States, a corporate 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

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:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

3. 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.

Laura Konrath

Signature

8/18/98

Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box 431

REEL: 1779 FRAME: 0265

08/26/1998 JUDKINS 00000040 15985

Schedule III to Security AgreementItem A.1 **Registered Trademarks**

a)	<u>SCP Communications, Inc. ("SCP")</u>	<u>Reg. Nos.</u>	<u>Reg. Type</u>
	Drug Benefit Trends	1,598,550	Principal
	Infections in Surgery	1,605,495	Principal
	Infections in Medicine	1,814,897	Principal
	Complications in Orthopedics	1,814,896	Principal
	The Aids Reader	1,828,235	Principal
	Infections in Urology	1,817,901	Principal
	HMO/PPO Trends	1,543,115	Supplemental
b)	<u>PRR, Inc. ("PRR")</u>		
	Oncology	1,668,091	Supplemental
	Oncology News International	1,768,298	Supplemental
	Cancer Consultation	1,439,646	Supplemental
	Journal of Myocardial Ischemia (not currently published)	1,777,502	Supplemental

2 **Trademark Applications**a) SCP

None

b) PRR

<u>Trademark</u>	<u>Serial No.</u>
Managed Care & Cancer	75-475442
CIN (words and logo)	75-465332
CIN (words only)	75-266941
In-Touch The Latest Information About Cancer and Treatment	75-425739

Item B.

3. **Common Law Trademarks**

a) SCP

None

b) PRR

Cancer Information Network  
Primary Care & Cancer  
Medical Oncology  
Cancer Management

4. **Domain Name**

PRR has a website with the address: [www.cancernetwork.com](http://www.cancernetwork.com).

5. **Additional Trade Names of SCP:**

Thomas R. Beam Fr., Memorial Institute for Continuing Medical Education

The Beam Institute

6. **Additional Trade Names of PRR:**

None

AGREEMENT  
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of August 14, 1998 among SCP COMMUNICATIONS, INC. and PRR, INC. (collectively, the "Grantors") and THE NORTHERN TRUST COMPANY (the "Lender");

W I T N E S S E T H :

WHEREAS, pursuant to a Revolving Credit Agreement, dated as of August 14, 1998 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among the Grantors and the Lender, the Lender has extended a Commitment to make Loans to the Grantors; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the initial Loans under the Credit Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations under the Credit Agreement (the "Secured Obligation"); and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Loans (including the initial Loans) to the Grantors pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Lender, 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. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations under the Credit Agreement, the Grantors do hereby mortgage, pledge and hypothecate to the Lender, and grant to the Lender a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, 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 foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Lender 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 Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations and the termination of all Commitments, the Lender shall, at the Grantors' expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantors hereby further acknowledge and affirm that the rights and remedies of the Lender 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, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

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.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SCP COMMUNICATIONS, INC.

By: *Mauro Pirelli*

Title: Chief Financial Officer

PRR, INC.

By: *Mauro Pirelli*

Title: Treasurer

134 West 29th Street  
New York, NY 10001-5399  
Attention: Chief Financial Officer  
Telephone: (212) 631-1600  
Facsimile: (212) 629-3760

THE NORTHERN TRUST COMPANY

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

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

50 South LaSalle Street  
Chicago, Illinois 60675  
Attention: Jamie Altholz  
Telephone: (312) 444-4173  
Facsimile: (312) 444-7028

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SCP COMMUNICATIONS, INC.

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

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

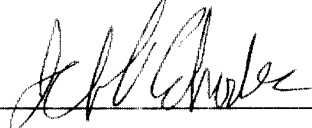
PRR, INC.

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

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

134 West 29th Street  
New York, NY 10001-5399  
Attention: Chief Financial Officer  
Telephone: (212) 631-1600  
Facsimile: (212) 629-3760

THE NORTHERN TRUST COMPANY

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

Title: SVP \_\_\_\_\_

50 South LaSalle Street  
Chicago, Illinois 60675  
Attention: Jamie Altholz  
Telephone: (312) 444-4173  
Facsimile: (312) 444-7028



**ACKNOWLEDGMENT OF GRANTORS**

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 13th day of August, 1998 before me personally appeared Marianne Pistilli, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, as Chief Financial Officer of SCP Communications, Inc., on behalf of SCP Communications, Inc. and PRR, Inc. who being by me duly sworn did depose and say that she is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations authorized by its respective Board of Directors and that she acknowledged said instrument to be the free act and deed of said corporations.

{seal}

Kathleen McComb  
Notary Public

**KATHLEEN McCOMB**  
Notary Public, State of New York  
No. 41-4905405  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires Sept. 14, 19 99

Schedule III to Security Agreement

Item A.

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330821.1

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