



100846398

Y

attached original documents or copy thereof.

Name of conveying party(ies):

SCP Communications, Inc.

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

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

Nature of conveyance:

- Assignment
- Security Agreement
- Other Amended & Restated Agreement
- Merger
- Change of Name

Execution Date: Sept 9, 1998

2. Name and address of receiving party(ies)

Name: The Northern Trust Company,  
as agent

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 company representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & addresses attached?  Yes  No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Laura L. Konrath

Internal Address: Winston & Strawn  
33rd Floor

Street Address: 35 W. Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: \_\_\_\_\_

35

7. Total fee (37 CFR 3.41).....\$ 890.00

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)

10/07/1998 SSMITH 00000074 1598550

DO NOT USE THIS SPACE

01 FC:4A1 40.00 DP  
02 FC:4A2 850.00 DP

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 L. Konrath  
Name of Person Signing

Signature

9/24/98

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 Assignments

TRADEMARK  
REEL: 1796 FRAME: 0491

**CONTINUATION OF ITEM 1**

**PRR, Inc.**

**CM Publishing Limited Partnership**

Continuation  
Item 4

Attachment 1

Item A. **Registered Trademarks (USA)**

For purposes of Schedules III and IV:

SCP=SCP Communications, Inc.

PRR=PRR, Inc.

CM=CM Publishing Limited Partnership

1. **Registered Trademarks**

Owner	Trademark	Registration No.	Registration Type
SCP	Drug Benefit Trends	1,598,550	Principal
SCP	Infections in Surgery	1,605,495	Principal
SCP	Infections in Medicine	1,814,897	Principal
SCP	Complications in Orthopedics	1,814,896	Principal
SCP	The Aids Reader	1,828,235	Principal
SCP	Infections in Urology	1,817,901	Principal
SCP	HMO/PPO Trends	1,543,115	Supplemental
PRR	Oncology	1,668,091	Supplemental
PRR	Oncology News International	1,768,298	Supplemental
PRR	Cancer Consultation	1,439,646	Supplemental
PRR	Journal of Myocardial Ischemia (not currently published)	1,777,502	Supplemental
CM	Advances in Oncology	1,807,457	Principal
CM	Advances in Oncology	1,438,425	Supplemental
CM	Clinical Cases In Dermatology	1,836,431	Supplemental
CM	Consultant	737,576	Principal
CM	Dialogue with the Experts	2,151,709	Principal
CM	Easel Educator	1,789,349	Principal
CM	HIV: Advances in Research and Therapy	1,786,312	Supplemental
CM	Masters in Allergy	1,762,774	Principal
CM	Masters in Dermatology	1,431,099	Principal
CM	Masters in Gastroenterology	1,764,430	Principal
CM	Masters in Psychiatry	1,431,931	Principal
CM	Masters in Urology	1,413,312	Principal

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CM	Oncology Online	1,987,742	Supplemental
CM	Respiratory Medicine Online	SN#75/152,534	Supplemental
CM	The Journal of Critical Illness	1,879,689	Principal
CM	The Journal of Critical Illness	1,436,937	Supplemental
CM	The Journal of Musculoskeletal Medicine	1,854,606	Principal
CM	The Journal of Musculoskeletal Medicine	1,435,111	Supplemental
CM	The Journal of Respiratory Diseases	1,457,377	Principal
CM	What's Your Diagnosis	1,759,788	Principal

2. Trademark Applications

<u>Applicant</u>	<u>Trademark</u>	<u>Serial No.</u>
SCP	None	N/A
CM	None	N/A
PRR	Managed Care & Cancer	75-475442
PRR	CIN (words and logo)	75-465332
PRR	CIN(words only)	75-266941
PRR	In-Touch The Latest Information About Cancer and Treatment	75-425739

Item B. Unregistered Trademarks (USA)

1. SCP/CM  
None
2. PRR  
Cancer Information Network  
Primary Care & Cancer  
Medical Oncology  
Cancer Management

Item C. Agreements

Trademark License Agreement from CM Publishing Limited Partnership to OTN Online, Inc. for exclusive use of its trademarks "Oncology Online" and Dialogue with the Experts" in connection with the marketing and distribution of an Internet site featuring Oncology related medical information.

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AMENDED AND RESTATED AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of September 9, 1998 among SCP COMMUNICATIONS, INC. ("SCP") and PRR, INC. ("PRR") and CM PUBLISHING LIMITED PARTNERSHIP (d/b/a Cliggott Publishing Co. and Cliggott Communications) ("Cliggott") (collectively, the "Grantors") and THE NORTHERN TRUST COMPANY (the "Agent");

WITNESSETH:

WHEREAS, pursuant to an Amended and Restated Revolving Credit Agreement, dated as of September 9, 1998 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among the Grantors, the various financial institutions (individually a "Lender" and collectively the "Lenders") as are or may from time to time become, parties thereto and the Agent, the Lenders have extended a Commitment to make Loans to the Grantors; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered an Amended and Restated 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 Agent 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; and

WHEREAS, this Agreement amends and restates that certain Agreement (Trademark) dated as of August 14, 1998 among SCP, PRR and Agent in its entirety;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans (including the initial Loans) to

the Grantors pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Agent and Lenders, 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 Agent, and grant to the Agent 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 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 Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent 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 Agent 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 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, 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: Maurice Petilli  
Title: CEO

PRR, INC.

By: Maurice Petilli  
Title: TREASURER

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

CM PUBLISHING LIMITED PARTNERSHIP  
(d/b/a Cliggott Publishing Co. and Cliggott  
Communications)

By: CM PUBLISHING ACQUISITION, INC.,  
its general partner

By: Maurice Petilli  
Title: CEO (TREASURER)

55 Holly Hill Lane  
Greenwich, Connecticut 06831-0010

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

THE NORTHERN TRUST COMPANY

By: Don Glen

Title: 2nd Vice President

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 9<sup>th</sup> day of September, 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., PRR, Inc. and CM Publishing Acquisition, 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}

*Carmen Maria Acosta*  
Notary Public

CARMEN MARIA ACOSTA  
Notary Public, State of New York  
No. 03-4638047  
Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires Aug. 31, 2000

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CM Publishing Limited Partnership has an agreement with AP Americana de Publicacoes Ltda, for the translation of "The Journal of Respiratory Diseases" into Portuguese and for the publication, printing, distribution and selling of the Portuguese-language edition in Brazil.

CM Publishing Limited Partnership has an agreement with Americana De Publicaciones, S.A. ("Americana") for the translation of "The Journal of Respiratory Diseases" into Spanish and for the publication, printing, distribution and selling of the Spanish-language edition in Argentina and all countries of Latin America. Americana is entitled to use and register in Argentina and the countries of Latin America, the name "The Journal of Respiratory Disease Edicion en Castellano," for use exclusively in connection with the Spanish edition of the magazine under the terms of the agreement. All rights to any such name are required to be assigned and transferred to Cliggott after termination of the Agreement.

**Item D Additional Trade Names**

a) SCP Trade Names:

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

The Beam Institute

b) PRR Trade Names

None

c) CM Trade Names

Cliggott Communications  
Cliggott Publishing Co.

**Item E Domain Name**

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

338862.1

# WINSTON & STRAWN

200 PARK AVENUE  
NEW YORK, NY 10166-4193

1400 L STREET, N.W.  
WASHINGTON, D.C. 20005-3502

35 WEST WACKER DRIVE  
CHICAGO, ILLINOIS 60601-9703

(312) 558-5600

FACSIMILE (312) 558-5700

6, RUE DU CIRQUE  
75008 PARIS, FRANCE

43, RUE DU RHONE  
1204 GENEVA, SWITZERLAND

WRITER'S DIRECT DIAL NUMBER

(312) 558-6352

September 24, 1998

**CERTIFIED MAIL/R.R.R.**

Commissioner of Patent and Trademarks  
U.S. Patent and Trademark Office  
Washington D.C. 20231  
Attn: Trademark Assignment Department

Re: The Northern Trust Company/SCP Communications

Dear Commissioner:

Enclosed is an Amended and Restated Agreement together with a check in the amount of \$890.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

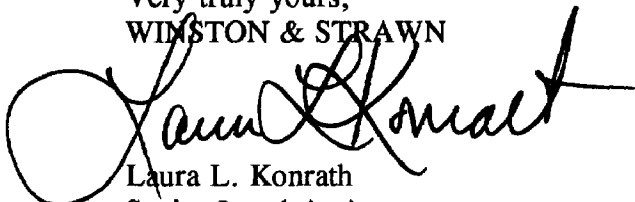
Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath  
WINSTON & STRAWN  
35 W. Wacker Drive  
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,  
WINSTON & STRAWN



Laura L. Konrath  
Senior Legal Assistant

LLK/nak  
Enclosures

RECORDED: 10/05/1998

TRADEMARK  
REEL: 1796 FRAME: 0505