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**RECORDATION FORM COVER
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New**
- Resubmission (Non-Recordation)**
Document ID #
- Correction of PTO Error**
Reel # Frame #
- Corrective Document**
Reel # Frame #

Conveyance Type

- Assignment** **License**
- Security Agreement** **Nunc Pro Tunc Assignment**
- Merger** Effective Date
Month Day Year
- Change of Name**
- Other**

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership **Corporation** Association
- Other
- Citizenship/State of Incorporation/Organization**

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership **If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)**
- Corporation** Association
- Other
- Citizenship/State of Incorporation/Organization**

FOR OFFICE USE ONLY

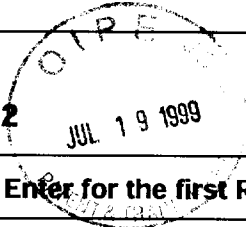
07/22/1999 MTHAI1 00000050 220261 1760819

01 FC:481 40.00 CH
02 FC:488 25.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 001931 FRAME: 0407



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1,760,819"/>	<input type="text" value="2,157,893"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Janet F. Satterthwaite

Name of Person Signing

Signature

July 16, 1999

Date Signed

ASSIGNMENT AND SECURITY AGREEMENT

This Agreement is made as of the 1st day of January, 1999, between **THE CLINICIANS PUBLISHING GROUP, INC.**, a New Jersey corporation ("CPG"), and **WAVERLY, INC.**, a Maryland corporation ("Waverly").

Preliminary Statement. CPG has issued two Secured Promissory Notes to Waverly in the principal amounts, respectively, of \$1,434,000 (the "\$1,434,000 Note") and \$107,144 (the "\$107,144 Note") (together, the "Notes") for payment of Waverly's interest in two joint ventures created and certain related expenses (the "Joint Ventures") for the publication and sale of two publications, to wit, "Clinician Reviews" and "Clinician News", respectively, pursuant to a Purchase Agreement (the "Agreement"), effective as of the 1st day of January, 1999, by and between CPG, and Waverly. In consideration of Waverly's agreeing to accept the Notes in payment for its interests in the Joint Ventures, the parties agree that CPG shall assign to Waverly certain copyright and trademark rights, and, in order to secure CPG's agreements under the Notes, CPG grants to Waverly a security interest in certain copyrights and trademark rights and accounts receivable, all on the following terms and conditions:

1. Assignment of Copyrights and Trademarks by CPG: CPG hereby assigns all of its right, title and interest in and to the copyrights in all past and current issues of the publications "Clinician Reviews" and "Clinician News" ("the Publications"), and any applications therefor. CPG promises to assign future copyright interests in future issues of the Publications (collectively, such existing and future copyrights hereinafter are referred to as the "Copyrights"). CPG hereby assigns all right, title and interest it has in the trademarks CLINICIAN REVIEWS, which is registered with the U.S. Patent and Trademark Office, Registration. No. 1,760,819, and CLINICIAN NEWS, Registration No. 2,157,893, together with the good will of the business symbolized by the marks and the above-identified registrations thereof ("the Trademarks"). CPG will take all steps required by Waverly to cause the assignment of said copyrights and trademarks to Waverly.

2. Assignment of Copyrights and Trademarks by Waverly. Waverly agrees that, immediately following satisfaction in full by CPG of all amounts due under both Notes, Waverly will assign to CPG the Copyrights and the Trademarks and will take all steps reasonably required by CPG to cause the assignment of same to CPG.

3. CPG Representations and Agreements. CPG agrees to take reasonable actions consistent with past practices, including reasonable cooperation in diligently maintaining, preserving and protecting the Copyrights and Trademarks free of any material conflict with the rights of any person, including, without limitation, by prosecuting diligently any copyright application relating to the Copyrights as the authorized representative of Waverly, by making application as appropriate on copyrights for publications using the Trademarks and by taking all steps reasonably required by Waverly to cause assignment to Waverly of any new Copyrights.

CPG hereby represents to Waverly that, to the best of its knowledge, (i) the Copyrights and Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part; (ii) each of the Copyrights and Trademarks in existence as of the date hereof is valid and enforceable; (iii) there are no claims known to CPG currently asserted directly against CPG that the use of the Copyrights or Trademarks does or may violate the rights of third parties; (iv) CPG and Waverly are the sole owners of the Copyrights and Trademarks; and (v) CPG has the unqualified power and authority to enter into this Agreement and perform its obligations thereunder in accordance with its terms and the execution and delivery of this Agreement has been authorized by all necessary corporate action of CPG and constitutes a valid and binding obligation of CPG enforceable in accordance with its terms

4. Waverly Representations and Agreements. Waverly agrees to take reasonable actions consistent with past practices, including reasonable cooperation in diligently maintaining, preserving and protecting the Copyrights and the Trademarks free of any material conflict with the rights of any person. Waverly hereby represents to CPG that, to the best of its knowledge, (i) the Copyrights and Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part; (ii) each of the Copyrights and Trademarks in existence as of the date hereof is valid and enforceable; (iii) there are no claims known to Waverly currently asserted directly against Waverly that the use of the Copyrights and Trademarks does or may violate the rights of third parties; (iv) CPG and Waverly are the sole owners of the Copyrights and Trademarks; and (v) Waverly has the unqualified power and authority to enter into this Agreement and perform its obligations thereunder in accordance with its terms and the execution and delivery of this Agreement has been authorized by all necessary corporate action of Waverly and constitutes a valid and binding obligation of Waverly enforceable in accordance with its terms.

5. License to CPG. (i) Waverly hereby grants CPG the exclusive, non-transferable, royalty-free right and license to use the Copyrights and the Trademarks in the United States for all lawful purposes in the ordinary course of its business. CPG agrees not to grant any sublicense or other rights with respect to the Copyrights or Trademarks without Waverly's prior written consent, which shall not be unreasonably withheld or delayed. The license granted hereunder and the associated restrictions set forth in this Section 5 shall terminate upon the assignment of the Copyrights and the Trademarks from Waverly to CPG as contemplated by Section 2; provided, however, that Waverly shall have the right to terminate the license for material breach of CPG's obligation to maintain quality as set forth herein.

(ii) Quality. CPG agrees to maintain, preserve and protect the Trademarks and Copyrights free of any material conflict with the rights of any person and to produce only publications of a quality consistent with that of the publications produced by the Joint Ventures to date. CPG also hereby agrees that, upon Waverly's written request, CPG will send promptly to Waverly at least quarterly copies of the publications using the

Trademarks.

(iii) Ownership. CPG acknowledges the ownership of the Trademarks and Copyrights in Waverly and promises to do nothing inconsistent with such ownership. CPG acknowledges that all use of the Trademarks shall inure to the benefit of Waverly during the period that the license is in effect. Waverly shall have the sole right and discretion to take action against and settlement with any and all third party infringers, provided that Waverly shall not complete such a settlement in a manner that would adversely affect CPG without CPG's consent, which shall not be unreasonably withheld or delayed.

6. Grant by CPG of Security Interest in Copyrights, Trademarks, Accounts Receivable and Proceeds.

(A) The obligation. CPG has agreed to certain obligations as set forth in the Notes (the "Obligations").

(B) Security interest. As security for the satisfaction of the Obligations, CPG hereby grants a security interest in and to the Copyrights, the Trademarks, CPG's accounts receivable and other proceeds (the "Collateral") generated by the sale of the publications using the Trademarks and published by CPG, and all proceeds therefrom.

(C) Termination of security interest. Waverly's security interest in the Collateral shall terminate immediately following the satisfaction of all Obligations.

7. Rights and Remedies of Waverly. In the event of an Event of Default under either Note (as defined therein) Waverly shall immediately be entitled, without notice or demand, to exercise all rights and remedies with respect to the Collateral under the Maryland Uniform Commercial Code or other applicable law. Waverly shall have the right to retain and exploit for its own use the Copyrights and Trademarks in the event of an Event of Default. After deducting the costs of collecting the Collateral from the proceeds of such collection, or the costs of sale or other disposition from the sale or other disposition of such Collateral, as the case may be, Waverly shall apply such proceeds toward the satisfaction of the Obligations and any proceeds remaining after such application shall be returned to CPG. CPG agrees to cooperate fully to facilitate the collection or sale or other disposition of the Collateral on Waverly's behalf following such an Event of Default.

In addition to Waverly's right to the Collateral, following an Event of Default Waverly shall have the right to terminate immediately the license granted under Section 5 of this Agreement.

8. Execution of Documents. The parties shall execute all documents and instruments deemed by either party necessary or desirable to effectuate the assignment and license and the termination thereof, of the Copyrights and Trademarks and the grant,

perfection, termination and to permit the enforcement, of the security interest in the Collateral.

9. Access to Records. CPG shall grant to Waverly access to all records in its possession relating to the Collateral during normal business hours, at mutually convenient times and upon reasonable prior notice.

10. Miscellaneous.

(A) Notices. All notices, requests or instruction hereunder shall be in writing and delivered personally or sent by certified mail (return receipt requested) or by recognized overnight courier, postage prepaid, as follows:

if to Waverly: 351 West Camden Street
Baltimore, Maryland 21117
attn.: Edward B. Hutton, Jr.

with a copy to: Ariel Vannier, Esq.
Venable, Baetjer, Howard and Civiletti
1201 New York Avenue, N.W. Suite 1000
Washington, DC 20005

if to CPG: 2 Brighton Road
Clifton, New Jersey 07012

with a copy to: John L. Conover, Esq.
Saiber Schlesinger Satz & Goldstein, LLC
One Gateway Center, 13th Floor
Newark, New Jersey 07102

Any of the foregoing addresses may be changed at any time by notice given as provided above; provided, however, that any such notice of change of address shall be effective only upon receipt.

(B) Entire Agreement; Amendments. This Agreement and the documents referred to herein contain the entire agreement between the parties hereto with respect to the transactions contemplated hereby, and no modification hereof shall be effective unless in writing and signed by the party against which it is sought to be enforced.

(C) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland applicable in the case of agreements made and to be performed entirely within such state.

(D) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one

and the same instrument.

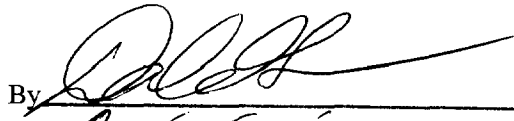
(E) Assignment. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns. CPG may not assign this Agreement (including through a change of control) without Waverly's prior written consent, which shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto this 11th day of June, 1999.

ATTEST:

WAVERLY, INC.

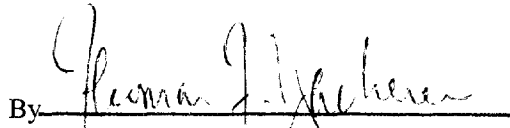

Ass't Treasurer

By 
Ass't Secy

ATTEST:

THE CLINICIANS PUBLISHING GROUP, INC.



By 
President