09-29-1999 FORM **PTO-1594** U.S. DEPARTMENT OF COMMERCE ER SHEET (Rev. 6-93) Patent and Trademark Office OMB No. 0651-0011 (exp. 4/94) Tab settings ⇒ ⇒ ⇒ ▼ 101158035 To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) Name of conveying party(ies): JOBSON PUBLISHING L.L.C. Name. THE BANK OF NEW YORK Internal Address:\_\_\_\_\_ Street Address: ONE WALL STREET ☐ Individual(s) Association General Partnership Limited Partnership City: NEW YORK State: NY ZIP: 10286 Corporation-State 3 Other Delaware Limited Liability Individual(s) citizenship Additional name(s) of conveying party(ies) attached? U Yes St. No. ☐ Association 3. Nature of conveyance: General Partnership ☐ Limited Partnership\_\_\_\_ Corporation-State New York Assignment ☐ Merger Other Security Agreement Change of Name Other GRANT OF SECURITY INTEREST If assignee is not domiciled in the United States, a domestic representative designation (TRADEMARKS) is attached: C Yes C No (Designations must be a separate document from assignment) Execution Date: July 29, 1999 Additional name(s) & address(es) attached? 🗅 Yes 🙀 No Application number(s) or patent number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,685,285; 1,855,418; 2,149,871 Additional numbers attached? 

Yes St No 5. Name and address of party to whom correspondence Total number of applications and registrations involved: ...... concerning document should be mailed: Name: BRYAN CAVE LLP 7. Total fee (37 CFR 3.41).....\$ 90.00 Internal Address: SHARON ELWIN **80** Enclosed LEGAL ASSISTANT Authorized to be charged to deposit account Street Address: 245 PARK AVENUE 8. Deposit account number: 10167-\_\_\_\_ State: \_\_\_NY NEW YORK ZIP: 0034 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 09/28/1999 MTHAI1 00000306 1685285 ment and signature. 50.00 OP 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. LORI POTTS Name of Person Signing

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

## **GRANT OF SECURITY INTEREST (TRADEMARKS)**

The undersigned, a Delaware limited liability company (the "<u>Grantor</u>"), is obligated to THE BANK OF NEW YORK, as Administrative Agent (the "<u>Secured Party</u>"), and has entered into a Security Agreement, dated as of March 19, 1998 (as amended, supplemented or otherwise modified from time to time, the "<u>Security Agreement</u>"), in favor of the Secured Party.

Pursuant to the Security Agreement, the Grantor granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "<u>Trademarks</u>"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "<u>Collateral</u>"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Upon the cash payment in full of all its Obligations (as defined in the Security Agreement), the Secured Party will take whatever actions are necessary at the Grantor's expense to release or reconvey to the Grantor all right, title and interest of the Grantor in and to the Collateral.

The Administrative Agent's address is: One Wall Street, New York, New York 10286.

216358.01

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 21 day of July, 1999.

JOBSON PUBLISHING L.L.C.

Name: Robin

Title: Se VI

STATE OF VERMONT	
COUNTY OF WINDSOR ) ss.:	
On this $\frac{29}{\text{MATO}}$ day of $\frac{\text{July}}{\text{None known, who, being by me duly sworn, did depose and say that he resides at \times \text{Woodstock} , that he is the$	
CFO of JOBSON PUBLISHING L.L.C., the limited liability	
company described in and which executed the above instrument, and that he signed his	

name thereto by order of the members thereof.

Notary Public
[Notary's Stamp]

## Schedule 1 to Grant of Security Interest (Trademarks) Dated as of Jay 29, 1999

<u>Trademark Registration No.:</u> Name:

2149871 Rays

**RECORDED: 09/27/1999** 

S-1855418 Review of Ophthalmology

1685285 Review of Optometry