

10-30-2000



101499261

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

9-12-00

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

Submission Type

Conveyance Type

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

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
08 24 2000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

08 24 2000

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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)

Registration Number(s)

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.

Christine E Wilson

Peter Flagel, Esq.

Name of Person Signing

Peter Flagel

Signature

Sept. 5, 2000

Date Signed

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, PRR, INC., a New York corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, SCP Communications, Inc., a Delaware corporation ("**Borrower**"), PRR, Inc., a New York corporation and CM Publishing Limited Partnership, a Delaware limited partnership, have entered into a certain Credit Agreement dated as of the date hereof (said Credit Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) with the financial institutions party thereto (each individually referred to herein as a "**Lender**", and collectively as "**Lenders**"), and IBJ Whitehall Bank & Trust Company, as Administrative Agent for and representative of (in such capacity herein called the "**Secured Party**") the Lenders; and

WHEREAS, the Borrower may from time to time enter into one or more Interest Rate Agreements (collectively, the "**Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Interest Rate Agreements are entered into; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (said Security Agreement, as it may be amended, supplemented, restated or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party, and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a security interest for the benefit of the Lenders in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest for the benefit of the Lenders in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the "**Trademark Collateral**"):

all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (collectively, the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (collectively, the "**Trademark Rights**"), and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith (collectively, the "**Associated Goodwill**"); and

all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty,

payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under, any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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 are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 24th day of August, 2000.

PRR, INC.]

By: Nancy McKinstry
Name: Nancy McKinstry
Title: CEO

Schedule A (PRR)

Trademarks:

Registered Trademarks:

<u>Registered Trademark</u>	<u>Trademark Number</u>	<u>Registration Type</u>	<u>Registration Date</u>
ONCOLOGY	1,668,091	Supplemental	12/10/90
Oncology News International	1,768,298	Supplemental	4/27/93
Cancer Consultation	1,439,646	Supplemental	5/12/87
CIN (words and logo)	2,275,763	Principal	9/7/99
Cancer Consultation	1,304,401	Supplemental	11/6/84
The Journal of Myocardial Ischemia	1,777,502	Supplemental	6/15/93

Common Law Trademarks:

Primary Care & Cancer
Managed Care &
Cancer
CIN (words only)

Trademarks Applications:

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

Trade Names:

PRR Corporation