

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

e-minorityhealth.com, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Targeted Media for Medicine, Inc.

Internal Address: c/o Henry Schein, Inc.

Street Address: 135 Duryea Road

City: Melville State: NY Zip: 11747

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: November 1, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/205,175
76/204,629 76/088,132

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Marya Lenn Yee, Esq.

Internal Address: Donovan & Yee LLP

Street Address: 110 Greene Street
Suite 700

City: New York State: NY Zip: 10012

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0357

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

DO NOT USE THIS SPACE

9. 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.

Marya Lenn Yee
Name of Person Signing


Signature

July 23, 2001
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

**TRADEMARK AND SERVICE MARK COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT**

AGREEMENT, made this 1st day of November, 2000 by and between e-minorityhealth.com, Inc. , a Delaware corporation ("Assignor"), with its chief executive office at 1101 Pennsylvania Avenue, N.W., Suite 820, Washington, D.C. 20004, and Targeted Media for Medicine, Inc., a New Jersey corporation ("Assignee"), with offices at c/o Henry Schein, Inc., 135 Duryea Road, Melville, NY 11747.

WITNESSETH:

WHEREAS, Assignor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, service marks, and applications therefor described in Exhibit A annexed hereto and made a part hereof;

WHEREAS, Assignor has requested that Assignee extend loans and other financial accommodations to Heritage Information Holdings, Inc. ("HIH"), a related company, and in connection therewith (i) HIH and Assignee are entering into an Amended and Restated Loan Agreement dated as of today's date (the "Loan Agreement"), (ii) HIH and Assignee are entering into a Services Agreement dated as of today's date (the "Services Agreement"), and (iii) HIH and Assignee are parties to various other agreements, documents and instruments referred to therein (all of the foregoing, and any and all other agreements, documents and instruments at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement, as the same now exist or may hereafter be amended or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Assignee to enter into the Financing Agreements Assignor has agreed to secure HIH's payment and performance of its obligations under the Loan Agreement, the Services Agreement, and the Amended and Restated Security Agreement (the "Security Agreement") dated the date hereof between HIH and Secured Party (collectively, the "Obligations"), (terms defined in the Loan Agreement and the Security Agreement and not otherwise defined herein are used herein with the meaning so defined).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows (terms defined in the Loan Agreement and the Security Agreement and not otherwise defined herein are used herein with the meaning so defined):

1. **Grant of Security Interest.** As collateral security for the prompt performance and indefeasible payment of the Obligations, the Assignor hereby grants to the Assignee and its successors and assigns a continuing security interest in, and hereby assigns and transfers to the Assignee, the items referred to below, whether now owned or hereafter acquired and all proceeds thereof (collectively, the "Collateral"):

1.1 All of the right, title and interest of the Assignor, now existing or hereafter acquired, in and to all trademarks and service marks (collectively, the "Marks"), registrations for the Marks (collectively, the "Registrations") and all trademark and service mark applications for the Marks (collectively, the "Applications"), in the U.S. Patent and Trademark Office ("PTO"), and in any similar office in any State or other country. Such Registrations and Applications shall include without limitation all existing United States registration and applications of the Assignor described in Exhibit A hereto.

1.2 The goodwill of the business of the Assignor symbolized by each of the Marks.

1.3 All right, title and interest of the Assignor in and to any cause of action that has heretofore arisen or that may arise with respect to unconsented use or infringement of the Marks, the Registrations or the Applications.

2. **Further Assurances.** Assignor will, at Assignor's expense, perform all acts and execute all documents reasonably requested at any time by Assignee to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Assignor hereby authorizes Assignee to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed only by Assignee or as otherwise determined by Assignee; provided, that, Assignee agrees to send Assignor copies of any such financing statements (or similar documents) executed and filed by Assignee pursuant to this Section 2. Assignor further authorizes Assignee to have this or any other similar security agreement filed with the PTO or other appropriate federal, state or government office.

3. **Assignment.** The Assignor has executed and delivered to the Assignee on the date of this Agreement a written Assignment of Trademarks and Service Marks in substantially the form attached hereto as Exhibit B (the "Assignment"), for filing by the Assignee in the PTO after an Insolvency Event or an Event of Default. In addition, the Assignor has executed and delivered to Assignee five (5) originals of a Special Power of Attorney in the form attached hereto as Exhibit C for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Assignee's exercise of the rights and remedies granted to Assignee hereunder.

4. **Foreclosure.** Upon the occurrence and during the continuance of an Insolvency Event or Event of Default (each hereinafter an "Event of Default"), in addition to all other rights and remedies granted by this Agreement, the Assignment, and the other Financing Agreements, the Assignee may exercise the rights and remedies of a Assignee enacted in any of the jurisdictions in which the Collateral may be located. Without limiting the generality of the foregoing, upon the occurrence and during the continuance of an Event of Default, without demand or notice

(except as set forth next below), all of which are waived, and without advertisement, the Assignee shall have the following rights and remedies:

4.1 Assignee may require that neither Assignor nor any affiliates or subsidiary of Assignor make any use of the Marks, Registrations or Applications for any purpose whatsoever. Assignee may make use of any Mark, Registration or Application for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Assignee by Assignor or any subsidiary or affiliate of Assignor.

4.2 Assignee may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Assignee shall in its discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout the world.

4.3 Assignee may assign, sell, or otherwise dispose of the Collateral of any part thereof, either with or without special conditions or stipulations, in accordance with the terms of the Security Agreement. Assignee shall have the power to buy the Collateral or any part thereof, free from any right or equity of redemption on the part of the Assignor, which right is waived and released, and Assignee shall also have the power to execute assurances and perform all other acts which Assignee may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Assignor shall be liable for any deficiency.

4.4 In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Section 4.3, Assignee may at any time execute and deliver on behalf of Assignor, pursuant to the authority granted in the Power of Attorney described above, one or more instruments of assignment of the Trademarks and Applications, in form suitable for filing, recording, or registration. Assignor agrees to pay Assignee on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses.

4.5 Assignee may first apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Assignee. Thereafter, Assignee may apply any remaining proceeds to such of the Obligations as Assignee may in its discretion determine. Assignor shall remain liable to Assignee for any expenses or obligations remaining unpaid after the application of such proceeds, and Assignor will pay Assignee on demand any such unpaid amount, together with interest at a rate equal to the highest rate then payable on the Obligations.

4.6 Nothing contained herein shall be construed as requiring Assignee to take any such action at any time. All of Assignee's rights and remedies, whether provided under law, this Agreement, the other Financing Agreements or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. **Defeasance.** Upon payment in full of the Obligations and termination of the commitments therefore, the Assignee shall, at the Assignor's expense, release the security interest in the Collateral granted under this Agreement and execute and deliver such instruments and other documents and take such further actions as may be necessary to carry out such release, including cancellation of this Agreement by written notice to the PTO and delivery back to the Assignor of the Assignment upon request of the Assignor.

6. **Covenants.** The Assignor covenants and agrees as follows:

6.1 The Assignor shall not abandon any Marks, Registrations or Applications, or do any act, or omit to do any act, whereby the same may become abandoned, invalidated, unenforceable, avoided or avoidable.

6.2 The Assignor shall maintain all rights held by the Assignor relating to the Marks, Registrations and Applications except such Marks, Registrations or Applications that the Assignor reasonably determines are not material to its business.

6.3 Until all of the Obligations have been paid in full and termination of the commitment therefore, the Assignor shall not enter into any agreement (including a license agreement) which conflicts with the Assignor's obligations under this Agreement other than agreements that do not materially adversely affect the value of the Collateral, without the Assignee's prior written consent.

6.4 If the Assignor shall obtain rights to any new registrable trademarks or service marks, the provisions of Section 1 shall automatically apply thereto and the Assignor shall give to the Assignee written notice thereof, shall execute an amendment to Exhibit A including such registration and applications and shall take any other action reasonable necessary to record the Assignee's interest in such trademarks and service marks with the PTO.

6.5 Assignor will render any assistance, as Assignee shall reasonably determine is necessary, to Assignee in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any State or other country to maintain such application and registration of the Marks as Assignor's exclusive property and to protect Assignee's interest therein, including, without limitation, filing of renewals.

6.6 Assignor will promptly notify Assignee if Assignor (or any affiliate or subsidiary thereof) learns of any infringement upon the Marks. If requested by Assignee, Assignor, at Assignor's expense, shall join with Assignee in such action as Assignee, in Assignee's reasonable discretion, may deem advisable for the protection of Assignee's interest in and to the Collateral.

6.7 Assignor assumes all responsibility and liability arising from the use of the Marks and Assignor hereby indemnifies and holds Assignee harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees) arising out of any alleged defect in any process conducted by Assignor or in any product manufactured, promoted, or sold by Assignor

(or any affiliate or subsidiary thereof) in connection with the Marks or out of the manufacture, promotion, labeling, sale or advertisement of any such process or product by Assignor (or any affiliate or subsidiary thereof).

7. Representations and Warranties of Title. The Assignor represents and warrants that:

7.1 Exhibit A sets forth all United States Registrations and Applications owned by the Assignor.

7.2 The Collateral set forth on Exhibit A is subsisting and has not been adjudged invalid or unenforceable.

7.3 Assignor has received no claim that the use of any of the Collateral violates the rights of any third person, and Assignor has no knowledge of any basis for any such claim to be asserted.

7.4 This Agreement has been duly authorized, executed and delivered by the Assignor, and constitutes the Assignor's valid and legally binding obligation, enforceable against the Assignor in accordance with its terms, and the Collateral is free and clear of any Liens other than the Lien created by the Financing Agreements.

8. General.

8.1 No failure on the part of the Assignee to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by the Assignee of any right, power or remedy under this Agreement preclude any other right, power or remedy. The remedies in this Agreement are cumulative and are not exclusive of any other remedies provided by law. Except as provided in Section 6.4 and in the Assignment, neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally but only by a statement in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. Such amendment, waiver, or discharge shall be effective only in the specific instance and for the specific purpose for which given.

8.2 This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to any principles of conflicts or choice of laws.

8.3 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

8.4 The Assignor agrees to take any action which the Assignee may reasonably request in order to obtain and enjoy the full rights and benefits granted to the Assignee by this Agreement including specifically, at the Assignor's own cost and expense, the use of diligent efforts to assist in obtaining the consent of any agency or governmental authority for an action or transaction contemplated by this Agreement which is then required by law.

8.5 If any provision of this Agreement shall be held invalid or unenforceable to any extent in any jurisdiction, such invalidity or unenforceability shall attach only to such provision (or such portion thereof, if less than the full provision) in such jurisdiction and shall not in any manner affect such provision or render it invalid or unenforceable in any other jurisdiction or affect any other provision of this Agreement in any jurisdiction.

8.6 This Agreement is separate, distinct and in addition to any liability and/or obligation that the Assignor may have under any other agreement executed by the Assignor in connection with the Obligations. In the event of any conflict or inconsistency between the provisions of this Agreement and the Security Agreement as the same may be amended from time to time, the provisions of this Agreement shall govern and control.

8.7 In any action brought by the Assignee under this Agreement, the Assignee waives its right to a jury trial in connection therewith.

8.8 This Agreement shall be binding upon the respective successors and assigns of the Assignor and shall inure to the benefit of the Assignee and its successors and assigns.

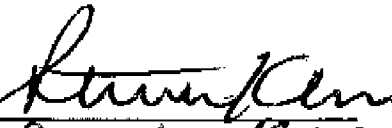
8.9 All notices, demands and other communications pursuant hereto shall be given to the parties in accordance with the Section 10 of the Loan Agreement.

[signatures appear on following page]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the
day and year first above written.

Assignee:

Targeted Media for Medicine, Inc.

By: 
Name: Steven Cross
Title: President

Assignor:

e-minorityhealth.com, Inc.


By: 
Name: Gary A. Puckrein
Title: C.E.O.

EXHIBIT A

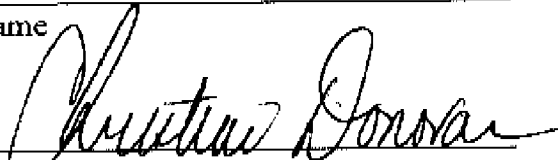
AMERICAN VISIONS (STYLIZED)	S.N. 76/205,175
NATIONAL MINORITY HEALTH MONTH (LOGO)	S.N. 76/204,629
NATIONAL MINORITY HEALTH MONTH	S.N. 76/088,132

CERTIFICATE OF TRANSMISSION

I hereby certify that the foregoing Recordation Form Cover Sheet (Trademark Only) and the attached Trademark and Service Mark Collateral Assignment and Security Agreement (8 pages) is being facsimile transmitted to the Patent and Trademark Office Assignment Branch on July 23, 2001.

Christine Donovan

Name



Signature

DONOVAN & YEE ▲ LLP

The Soho Building ▲ 110 Greene Street, Suite 700 ▲ New York, NY 10012

Telephone: 212-226-7700 ▲ Fax: 212-226-1995

E-mail: cdonovan@yeellp.com

FAX COVER SHEET

Date: July 23, 2001

From: Christine Donovan

Sender's Direct Dial: (212) 226-7700

Client/Matter: 1002 /

No. of pages: 11

To: Assignment Branch
Company: U.S. Patent and Trademark Office
City/Country: Arlington, VA
Fax Number: 703-306-5995
Recipient's Tcl:

MESSAGE:

Kindly record the enclosed Trademark and Service Mark Collateral Assignment and Security Agreement, the fee having been authorized to be charged to this firm's deposit account.

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

RECORDED: 07/23/2001

TRADEMARK
REEL: 002292 FRAME: 0819