

7/2/01

07-09-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



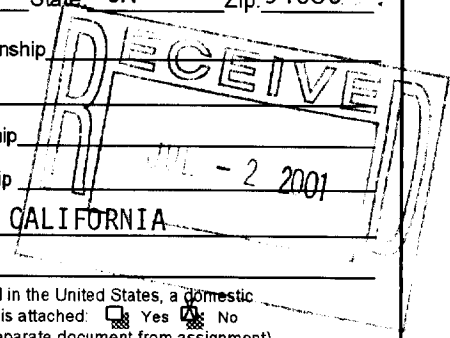
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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): MCG FINANCE CORPORATION
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: NURSEWEEK PUBLISHING, INC.
Internal Address:
Street Address: 1156-C ASTER AVENUE
City: SUNNYVALE State: CA Zip: 94086
Individual(s) citizenship Association
General Partnership Limited Partnership
Corporation-State CALIFORNIA
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 TERMINATION OF SECURITY AGMT.
Execution Date: JUNE 21, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2349205 2021041 1964323
1938802
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2349205 2021041 1964323
1938802
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: BARRY J. PARKER, ESQ.
Internal Address: CARR, McCLELLAN, INGERSOLL THOMPSON & HORN, PROFESSIONAL CORP.
Street Address: 216 PARK ROAD
City: BURLINGAME State: CA Zip: 94010

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41) \$ 115.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
(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.
BARRY J. PARKER
Name of Person Signing
Signature
Date: JUNE 28, 2001
Total number of pages including cover sheet, attachments, and document: 17

07/06/2001 LINDSEY 00000100 2349205
01 FD:481 40.00 00
02 FD:482 75.00 00

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

TRADEMARK
REEL: 002324 FRAME: 0699

**ACKNOWLEDGMENT OF  
TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT,  
RELEASE OF SECURITY INTEREST AND ASSIGNMENT**

WHEREAS, NURSEWEEK PUBLISHING, INC. ("Grantor") and MCG FINANCING CORPORATION ("Administrative Agent") entered into an "Intellectual Property Security Agreement" effectively dated October 31, 2000, a true and correct copy of which is attached hereto as **Exhibit A**;

WHEREAS, pursuant to said Intellectual Property Security Agreement, Administrative Agent was granted a first priority security interest in all right, title and interest in and to Grantor's "Collateral" (as defined in said Intellectual Property Security Agreement and identified in Schedule A "Copyright Collateral", Schedule B "Patent Collateral" and Schedule C "Trademark Collateral," attached thereto);

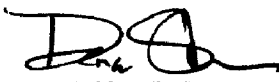
WHEREAS, on November 21, 2000, the Intellectual Property Security Agreement was recorded in the United States Copyright Office at Volume 3461, Page 605; and

WHEREAS, the indebtedness of Grantor to Administrative Agent summarized in the Intellectual Property Security Agreement and the conditions set forth in Section 5 ("Release") have been fully satisfied, and thereby, by its terms, causing a termination of the Intellectual Property Security Agreement and the first priority security interest.

NOW THEREFORE, Administrative Agent hereby confirms the termination of the Intellectual Property Security Agreement and release unto Grantor of all of Administrative Agent's security interest in and to the Collateral, and further hereby assigns unto Grantor (without warranty or representation) any and all rights, title and interest Administrative Agent may have acquired in and to the Collateral as a result of and during the effective term of the Intellectual Property Security Agreement.

IN WITNESS WHEREOF, Administrative Agent executes this Acknowledgment of Termination of Intellectual Property Security Agreement, Release of Security Interest and Assignment this 21st day of June, 2001 at Arlington, VA.

MCG FINANCE CORPORATION, as  
Administrative Agent

By:   
Its: DANA E. STERN  
ASSOCIATE GENERAL COUNSEL  
AND VICE PRESIDENT

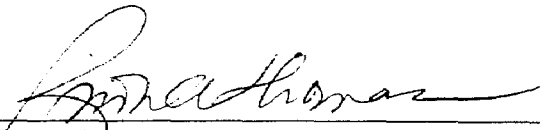
BGLIB1\1107591.1

**TRADEMARK  
REEL: 002324 FRAME: 0700**

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA :  
: SS  
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 2<sup>1st</sup> day of JUNE, 2001, personally appeared DANA E STERN, to me known personally, who, being by me duly sworn, did say that he is the VICE PRESIDENT of **MCG FINANCE CORPORATION**, and that said instrument was signed on behalf of said MCG Finance Corporation and the said VICE PRESIDENT acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: My Commission Expires January 31, 2004

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of October 31, 2000, by **NURSEWEEK PUBLISHING, INC.** (including any successor or permitted assignee thereof, "Grantor"), in favor of **MCG FINANCE CORPORATION** (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), as administrative agent for itself and the Lenders. Capitalized terms used herein and not otherwise defined shall have the meaning given them in the Credit Agreement referred to below unless the context clearly requires otherwise.

**RECITALS**

**WHEREAS**, Grantor and each direct and indirect Subsidiary of Grantor (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Administrative Agent and the Lenders for (a) a line of credit pursuant to which up to \$250,000 (subject to adjustment) can be borrowed from time to time on a senior secured basis, and (b) a seven-year, multiple advance term loan pursuant to which \$10,000,000 can be borrowed on a senior secured basis (but which availability is subject to adjustment); and

**WHEREAS**, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of October 31, 2000 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of October 31, 2000 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

**WHEREAS**, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

**WHEREAS**, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Administrative Agent.

4. Power of Attorney. Subject to the termination of this IP Security Agreement pursuant to Section 5, Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary or

advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable until the termination of this IP Security Agreement pursuant to Section 5 hereof.

5. Release. This IP Security Agreement and the security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Administrative Agent (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP

Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

**WITNESS:**

By: Cle Rice-Riordan  
Name: CLE RICE-Riordan

[CORPORATE SEAL]

**NURSEWEEK PUBLISHING, INC.**  
(as Grantor)

By: Dennis Riordan  
Name: Dennis Riordan  
Title: President

Address: 1156-B, C, D, F Aster Ave.  
Sunnyvale, CA ~~94240~~ 94086

Telephone: 978 355-8550  
Facsimile: 978 355-2647

**WITNESS:**

By: \_\_\_\_\_

**MCG FINANCE CORPORATION**  
(as Administrative Agent)

By: \_\_\_\_\_  
Name: Dana E. Stern, Esq  
Title: Associate General Counsel and Vice President

Address: 1100 Wilson Boulevard  
Suite 800  
Arlington, VA 22209

Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_



**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

**WITNESS:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

[CORPORATE SEAL]

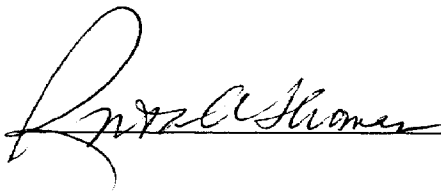
**NURSEWEEK PUBLISHING, INC.**  
(as Grantor)

By: \_\_\_\_\_  
Name: Dennis Riordan  
Title: Chief Executive Officer

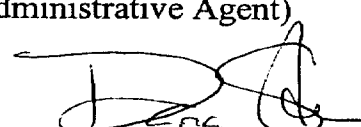
Address: 1156-B, C, D, F Aster Ave.  
Sunnyvale, CA 94240

Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_

**WITNESS:**

By:  \_\_\_\_\_

**MCG FINANCE CORPORATION**  
(as Administrative Agent)

By:  \_\_\_\_\_  
Name: Dana E. Stern, Esq  
Title: Associate General Counsel and Vice President

Address: 1100 Wilson Boulevard  
Suite 800  
Arlington, VA 22209

Telephone: (703) 247-7541  
Facsimile: (703) 247-7545

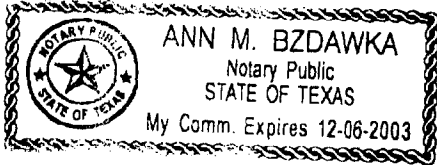
ACKNOWLEDGMENT

STATE OF Texas :  
 : SS  
COUNTY OF Denton :

Before me, the undersigned, a Notary Public, on this 24<sup>th</sup> day of October, 2000, personally appeared Dennis Riordan, to me known personally, who, being by me duly sworn, did say that he/~~she~~ is the President of NURSEWEEK PUBLISHING, INC., and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said NURSEWEEK PUBLISHING, INC. by authority of its board of directors, and the said Dennis Riordan acknowledged said instrument to be his/~~her~~ free act and deed.

Ann M. Bzdawka

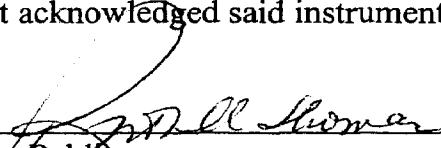
Notary Public  
Print Name: Ann M. Bzdawka  
My Commission Expires: 12-06-03



**ACKNOWLEDGEMENT**

COMMONWEALTH OF VIRGINIA :  
: SS  
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 23<sup>rd</sup> day of OCTOBER, 2000, personally appeared Dana E. Stern, Esq. to me known personally, who, being by me duly sworn, did say that she is the Associate General Counsel and Vice President of **MCG FINANCE CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Finance Corporation by authority of its Board of Directors, and the said Associate General Counsel and Vice President acknowledged said instrument to be her free act and deed.

  
\_\_\_\_\_  
Notary Public  
Print Name: RUTH A. THOMAS  
My Commission Expires January 31, 2004

Schedule A

**COPYRIGHT COLLATERAL**

<b>I. Registered Copyrights</b>		
<b>Copyright Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
HealthWeek (3/15/99; 3/29/99)	TX 4-974-821	05/19/99
HealthWeek (4/12/99; 4/26/99)	TX 4-911-294	05/24/99
HealthWeek 5/10/99; 5/24/99; 6/7/99; 6/21/99; 7/5/99; 7/19/99; 8/2/99	TX 3-767-399	09/24/99
HealthWeek 8/16/99; 8/30/99; 9/13/99; 9/27/99; 10/11/99	TX 5-022-504	11/17/99
HealthWeek 10/25/99; 11/8/99; 11/22/99; 12/6/99; 12/13/99	TX 5-041-366	01/27/00
HealthWeek 01/10/00; 01/24/00; 02/07/00; 02/21/00; 03/06/00	TX 5-078-435	05/10/00
HealthWeek 03/20/00; 04/03/00; 04/17/00; 05/01/00; 05/15/00	TX 5-108-156	06/12/00
HealthWeek 5/29/00; 6/12/00; 6/26/00; 7/10/00	TX 4-148-122	08/16/00
NurseWeek 3/8/99; 5/3/99	TX 4-873-488	05/06/99

#388314 v2

Schedules to IP Security Agreement

**TRADEMARK**  
**REEL: 002324 FRAME: 0710**

NurseWeek 4/19/99; 5/17/99	TX 4-911-293	05/24/99
NurseWeek 3/22/99; 5/31/99; 6/14/99	TX 3-767-401	09/24/99
NurseWeek 6/28/99; 7/12/99; 7/26/99; 8/9/99; 9/23/99	TX 3-767-400	09/24/99
NurseWeek (4/5/99)	TX 5-009-466	05/3/99
NurseWeek 9/6/99; 9/20/99; 10/4/99; 10/18/99	TX 5-022-503	11/17/99
NurseWeek 11/1/99; 11/15/99; 11/29/99; 12/13/99	TX 5-041-365	01/27/00
NurseWeek 1/10/00; 1/17/00; 1/31/00; 2/14/00; 2/28/00; 3/13/00	TX 5-087-178	04/24/00
NurseWeek 3/27/00; 4/10/00; 4/24/00; 5/8/00	TX 5-108-157	06/12/00
NurseWeek 5/22/00; 6/5/00; 6/19/00; 7/3/00	TX 5-142-963	07/31/00

II. Pending Copyright Applications

Copyright Title	Application Number	Filing Date	Date of Creation	Date of Publication
NurseWeek	N/A	09/13/00	5/1/00	5/1/00
MidWest			6/26/00	6/26/00
May/June 2000; July/August 2000; Sept./Oct. 2000			9/4/00	9/4/00
HealthWeek	N/A	9/13/00	7/24/00	7/24/00
7/24/00; 8/21/00; 8/7/00; 9/4/00			8/7/00	8/7/00
			8/21/00	8/21/00
			9/4/00	9/4/00
NurseWeek	N/A	9/13/00	7/17/00	7/17/00
7/17/00; 7/31/00; 8/14/00; 8/28/00; 9/11/00			7/31/00	7/31/00
			8/14/00	8/14/00
			8/28/00	8/28/00
			9/11/00	9/11/00

III. Unregistered Copyrights

Copyright Title	Date of Creation	Date of Publication	Original Author/Owner
NurseWeek 9/25/00	9/25/00	9/25/00	NurseWeek Publishing, Inc.
NurseWeek 10/9/00	10/9/00	10/9/00	NurseWeek Publishing, Inc.
NurseWeek 10/23/00	10/23/00	10/23/00	NurseWeek Publishing, Inc.
HealthWeek 9/18/00	9/18/00	9/18/00	NurseWeek Publishing, Inc.
HealthWeek 10/2/00	10/2/00	10/2/00	NurseWeek Publishing, Inc.
HealthWeek 10/16/00	10/16/00	10/16/00	NurseWeek Publishing, Inc.
NurseWeek MidWest Sept./Oct. '00	9/18/00	9/18/00	NurseWeek Publishing, Inc.

IV. Copyright Licenses

Copyright	Licensor	Licensee	Effective Date	Expiration Date	Subject Matter
--NONE--					

Schedule B

**PATENT COLLATERAL**

I. Patents			
Patent	Issue		
Number	Country	Date	Title
--NONE--			

II. Pending Patent Applications					
Patent	Atty. Docket	Serial Filing			
Title	Number	Country	Number	Date	Status
--NONE--					

III. Patent Licenses					
				Effective	Expiration
Patent No.	Country	Licensor	Licensee	Date	Date
--NONE--					



Schedule C

**TRADEMARK COLLATERAL**

<b>I. Registered Trademarks</b>		
<b>Trademark Description</b>	<b>Country</b>	<b>Registration Number</b>
HEALTHWEEK	U.S.	2,349,205
NURSING AND ALLIED HEALTHWEEK	U.S.	2,021,041
ALLIED HEALTHWEEK	U.S.	1,964,323
NURSEWEEK	U.S.	1,938,802

<b>II. Pending Trademark Applications</b>					
<b>Trademark Description</b>	<b>Atty. Docket Number</b>	<b>Country</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Status</b>
--NONE--					

<b>III. Trademark Licenses</b>						
<b>Registration Number</b>	<b>Mark</b>	<b>Country</b>	<b>Licensor</b>	<b>Licensee</b>	<b>Effective Date</b>	<b>Expiration Date</b>
--NONE--						