

07-30-2003



102511682

To the Honorable Commissioner of Patents

and original documents or copy thereof.

1. Name of conveying party(ies):

Wachovia Bank, National Association (as successor to First Union National Bank, a national banking association, which was f/k/a First Union National Bank of North Carolina)

- Individual
- 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):

Practice Builder Organization, Inc. (f/k/a Practice Builder Organization, Inc., a Delaware corporation)

Address: 1 MacArthur Place
South Coast Metro, California 92707

7-25-03

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

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

OFFICE OF HUMAN RIGHTS
2003 JUL 25 AM 10:58
FINANCE SECTION

3. Nature of conveyance:

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

Execution Date: July 10, 2003

4(a). Trademark Application No.(s):

4(b). Trademark Registration No.(s): 1,740,153; 1,739,819; 1,740,308

Additional numbers attached? Yes No

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

Name Robert H. G. Lockwood

Address: SMITH, GAMBRELL & RUSSELL, LLP
Suite 3100, Promenade II
1230 Peachtree Rd.
Atlanta, Georgia 30309

6. Total number of applications and registrations involved: 3

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

DO NOT USE THIS SPACE

8. 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

I certify that this correspondence is being deposited with the United States Postal Service in an envelope addressed to: Mail Stop: ASSIGNMENT RECORDATION SERVICES, Director of Patents and Trademarks, P.O. Box 1450, Alexandria, VA 22313-1450 on July 25, 2002.

Robert H. G. Lockwood
Name of Person Signing

Signature

July 25, 2003
Date

Attorney Docket No: 044249.001

Total number of pages including cover sheet: 6

07/29/2003 6TOM11 00000164 1740153

LIT/820042.19

01 FC:8521
02 FC:8522

40.00 OP
50.00 OP

TRADEMARK
REEL: 002789 FRAME: 0023

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS is granted on this 10th day of July, 2003 by **WACHOVIA BANK, NATIONAL ASSOCIATION** (as successor to First Union National Bank, a national banking association, which was formerly known as First Union National Bank of North Carolina) as agent for the lenders from time to time party to the Loan Agreement (defined below) (the "Agent"), in connection with the termination of a certain Credit Agreement dated as of March 31, 1997 as amended by that certain Amended and Restated Credit Agreement dated as of April 19, 2000 (individually and collectively the "Loan Agreement"), to **MEDICAL WORLD COMMUNICATIONS, INC.**, a Delaware corporation ("MWC"), **MEDICAL WORLD BUSINESS PRESS, INC.**, a New Jersey corporation, (for itself and as successor by merger with Dental Learning Systems Co., Inc., a Delaware corporation, and also f/k/a Dental Learning Systems Acquisition Co., Inc., "MWBP"), **ROMAINE PIERSON PUBLISHERS, INC.**, a Delaware corporation (f/k/a Romaine Pierson Acquisition Corporation, "Romaine"), **CURANT COMMUNICATIONS, INC.**, a California corporation ("CurAnt"), **NOVICOM, INC.**, a California corporation ("Novicom"), **HEALTHTECH PUBLISHING COMPANY, INC.**, a Rhode Island corporation ("HealthTech"), **STAGNITO COMMUNICATIONS INCORPORATED**, a Delaware corporation (f/k/a Stagnito Acquisition Co., Inc., "Stagnito"), **PRACTICE BUILDER ORGANIZATION, INC.**, a Delaware corporation (f/k/a Practice Builder Organization Acquisition Co., Inc., "PBO") (MWC, MWBP, RPP, CurAnt, Novicom, HealthTech, Stagnito, and PBO jointly and severally, the "Credit Parties").

W I T N E S S E T H:

WHEREAS, the Credit Parties and Agent entered into a certain Security Agreement dated as of March 31, 1997 (the "Security Agreement" and collectively with the Loan Agreement, the "Loan Documents") for the purpose of securing certain obligations of each of the Credit Parties under the Loan Agreement; and

WHEREAS, pursuant to the Loan Documents, the Credit Parties granted to the Agent a security interest in all of the Credit Parties' right, title and interest in and to all of the trademarks/service marks identified on Schedule A attached hereto together with the goodwill of the business symbolized by such trademarks/services marks (collectively, the "Trademark Collateral"); all to secure the payment and performance of the obligations thereunder; and

WHEREAS, various Notices of Grants of Security Interests in Trademarks (collectively, the "Collateral Assignment") have been recorded by Agent from time to time with the United States Patent and Trademark Office with respect to the Trademark Collateral owned by each of the Credit Parties to provide notice of Agent's security interest granted pursuant to the Loan Documents; and

WHEREAS, the Credit Parties have fully paid and performed the obligations under, and secured by, the Loan Documents and the Collateral Assignment on or about the date hereof and the Agent has agreed to terminate and release its security interest and its right, title and interest in the Trademark Collateral on or about the date hereof as herein provided,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby accepted and acknowledged:

The Agent hereby terminates and releases its security interest and its right, title and interest in all of each of the Credit Parties' Trademark Collateral and the Agent hereby assigns and transfers to each of the Credit Parties', without recourse, all of the Agent's right, title and interest in and to the Trademark Collateral effective as of the date set forth above. For the avoidance of doubt, Agent's termination, release, assignment and reassignment herein relates to all goodwill of the business symbolized by the Trademark Collateral and all related property, including, but not limited to, all proceeds of infringement suits, the sole right to sue for past, present, future and threatened infringement of all rights corresponding thereto throughout the world, and any royalties, licenses, fees, proceeds, improvements and subsequent trademarks obtained in connection with any of the Trademark Collateral.

IN WITNESS WHEREOF, the Agent has signed this Agreement by its duly authorized officer as of the date and year first above written.

AGENT:

WACHOVIA BANK, NATIONAL ASSOCIATION
(as successor to First Union National Bank and f/k/a First Union National Bank of North Carolina), as agent for the lenders party to the Loan Agreement

By:  _____

Name:

Title:

Don D. Mishler
SVP/Director

STATE OF Pennsylvania)
) SS:
COUNTY OF Philadelphia)

On this 3rd day of July, 2003, before me, the undersigned officer, personally appeared Don D. Mishler, SVP of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, and acknowledged the foregoing instrument to be the free act and deed of said WACHOVIA BANK, NATIONAL ASSOCIATION and his free act and deed.

Denise M. Alice
Notary Public
My Commission Expires 11/14/05

Notarial Seal
Denise M. Alice, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Nov. 14, 2005

SCHEDULE A

Trademark Collateral

1. **MEDICAL WORLD COMMUNICATIONS, INC.**

Any and all U.S. and foreign pending, registered, unregistered, cancelled and abandoned trademarks/service marks owned by the above-referenced entity and its predecessors in interest, including, but not limited to, the following:

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
CLINICAL LAB PRODUCTS	1,444,081
DOCUMENTING THE FUTURE OF AMERICAN HEALTHCARE	2,136,375
MANAGED CARE CLINICAL CORNER	2,068,165
THE FORUM FOR PEER-REVIEWED LITERATURE ON HEALTHCARE OUTCOMES	2,211,996

2. **MEDICAL WORLD BUSINESS PRESS, INC.**

Any and all U.S. and foreign pending, registered, unregistered, cancelled and abandoned trademarks/service marks owned by the above-referenced entity and its predecessors in interest, including, but not limited to, the following:

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
COMPENDIUM OF CONTINUING EDUCATION IN DENTISTRY	1,438,583
THE COMPENDIUM OF CONTINUING EDUCATION IN ORAL HYGIENE	1,968,977
FAMILY PRACTICE RECERTIFICATION	2,214,066
INTERNAL MEDICINE WORLD REPORT	1,913,311

3. **ROMAINE PIERSON PUBLISHERS, INC.**

Any and all U.S. and foreign pending, registered, unregistered, cancelled and abandoned trademarks/service marks owned by the above-referenced entity and its predecessors in interest, including, but not limited to, the following:

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
MEDICAL TIMES	1,282,437
MEDIQUIZ	699,846
PHARMACY TIMES	899,230
RESIDENT & STAFF PHYSICIAN	2,017,156
SURGICAL ROUNDS	1,117,229
SURGIQUIZ	1,111,770
TWO MINUTES WITH	1,208,206

SMITH, GAMBRELL & RUSSELL, LLP

WASHINGTON, D.C. OFFICE

SUITE 800
1850 M STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE
(202) 263-4300
FACSIMILE
(202) 263-4329

ATTORNEYS AT LAW
SUITE 3100, PROMENADE II
1230 PEACHTREE STREET, N.E.

ATLANTA, GEORGIA 30309-3592
TELEPHONE (404) 815-3500
FACSIMILE (404) 815-3509
WEBSITE: www.sgrlaw.com

FLORIDA OFFICE

SUITE 2200, BANK OF AMERICA TOWER
50 NORTH LAURA STREET
JACKSONVILLE, FL 32202
TELEPHONE
(904) 598-6100
FACSIMILE
(904) 598-6300

ESTABLISHED 1893

Robert H. G. Lockwood
Ph: (404) 815-3606
Fax: (404) 685-6906
E-Mail: rlockwood@sgratl.com

July 25, 2003

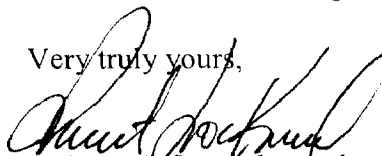
Box Mail Stop Assignment
Recordation Services
Director of the U.S. Patent and
Trademark Office
P. O. Box 1450
Alexandria, VA 22313-1450

Re: Assignment (by Release of Security Agreement) for 3 Trademarks
Assignor: Wachovia Bank, National Association (as successor to First
Union National Bank, a national banking association, which was f/k/a
First Union National Bank of North Carolina)
Assignee: Practice Builder Organization, Inc. (f/k/a Practice Builder Acquisiton,
Inc., a Delaware Corporation

Dear Director:

Enclosed are the completed Form Recordation Cover Sheet for Trademarks, the Release of Security Agreement document, and a check in the amount of \$90.00 for the recording fee. Please return the original recorded document to the undersigned. Also enclosed is our return postcard which we would appreciate your mail room stamping as to the date received and returning the same to us.

Very truly yours,



Robert H. G. Lockwood

RHGL/sjr

Enclosures

cc: Greta T. Griffith, Esq.
Ms. Lorna Virts

RECORDED: 07/25/2003

TRADEMARK
REEL: 002789 FRAME: 0028