

09-22-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

## 1. Name of conveying party(ies):

MEDICAL EDUCATION CONSULTANTS, LLC

9-12-03

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☒ Other Limited Liability Company

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: August 12, 2003

## 2. Name and address of receiving party(ies)

Name: CAPITALSOURCE FINANCE LLC

Internal

Address:

Street Address: 4445 Willard Avenue

City: Chevy Chase State: MD Zip: 20815

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation-State  
☒ Other Limited Liability Company

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,605,794

Additional number(s) attached ☐ Yes ☒ No

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

Name: Robert M. Barrett

Internal Address: Bell, Boyd &amp; Lloyd LLC

Street Address: P.O. Box 1135

City: Chicago State: IL Zip: 60690-1135

## 6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

02-1818

DO NOT USE THIS SPACE

## 9. Signature.

Robert M. Barrett

Name of Person Signing

DBYRNE 00000136 2605794

Signature

September 5, 2003

Date

Total number of pages including cover sheet, attachments, and document: 12

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

TRADEMARK  
 REEL: 002826 FRAME: 0324

Additional names of conveying parties:

MEDCON INTERNATIONAL, LLC - Limited Liability Company

MD ROUNDS, LLC - Limited Liability Company

WICKS MEDICAL INFORMATION, LLC - Limited Liability Company

**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "**Acknowledgement**"), dated as of August 12, 2003, is made by **MEDICAL EDUCATION CONSULTANTS, LLC**, a Delaware limited liability company ("**Medcon**"), **MEDCON INTERNATIONAL, LLC**, a Delaware limited liability company ("**Medcon International**"), **MD ROUNDS, LLC**, a Connecticut limited liability company ("**MD Rounds**") and **WICKS MEDICAL INFORMATION, LLC**, a Delaware limited liability company ("**Parent**") (Medcon, Medcon International, MD Rounds and Parent are sometimes hereinafter referred to individually as "**Grantor**" and collectively as "**Grantors**") in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to the Loan Agreement described below (in such capacities, "**Secured Party**").

**RECITALS:**

A. Grantors, Secured Party and the other Lenders party thereto have entered into a certain Revolving Credit, Term Loan and Security Agreement of even date herewith (such Revolving Credit, Term Loan and Security Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "**Loan Agreement**"), pursuant and subject to the terms and conditions of which the Lenders thereunder have agreed to make loans and other financial accommodations to Medcon and Medcon International as co-borrowers thereunder.

B. Pursuant to the Loan Agreement, Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their respective Obligations under the Loan Agreement.

C. One of the conditions precedent to the willingness of Secured Party and Lenders to execute and deliver the Loan Documents is that Grantors shall have executed and delivered this Acknowledgement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have

the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

2. **Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (herein referred to as **"Intellectual Property Collateral"**):

(a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing;
- (ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all of its Copyrights to which it is a party, including those referred to on Schedule II hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing;  
and
- (ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

(c) all of its Patents, including those referred to on Schedule III hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing;  
and
- (ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any such Patent.

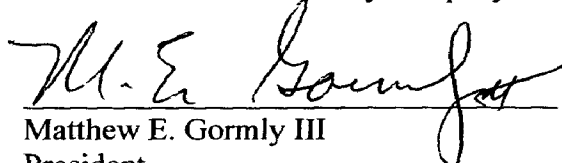
3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

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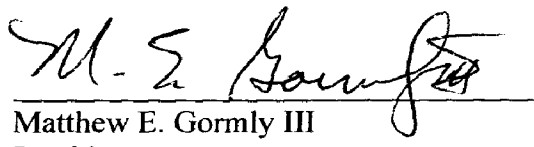
**IN WITNESS WHEREOF**, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

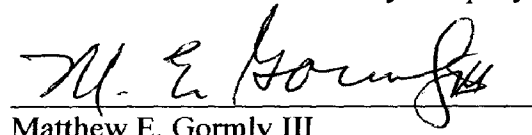
**MEDICAL EDUCATION CONSULTANTS, LLC**  
a Delaware limited liability company

  
Matthew E. Gormly III  
President

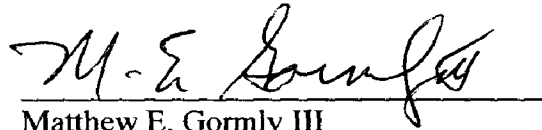
**MEDCON INTERNATIONAL, LLC**  
a Delaware limited liability company

  
Matthew E. Gormly III  
President

**MD ROUNDS, LLC**  
a Connecticut limited liability company

  
Matthew E. Gormly III  
President

**WICKS MEDICAL INFORMATION, LLC**  
a Delaware limited liability company

  
Matthew E. Gormly III  
President

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC**, as Secured Party

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

Acknowledgment of IP Collateral Lien

**IN WITNESS WHEREOF**, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**MEDICAL EDUCATION CONSULTANTS, LLC**  
a Delaware limited liability company

\_\_\_\_\_  
Daniel M. Kortick  
Vice President

**MEDCON INTERNATIONAL, LLC**  
a Delaware limited liability company

\_\_\_\_\_  
Daniel M. Kortick  
Vice President

**MD ROUNDS, LLC**  
a Connecticut limited liability company

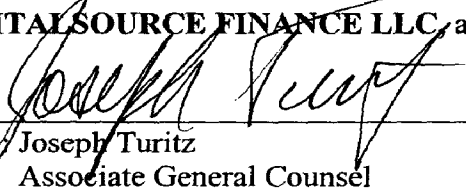
\_\_\_\_\_  
Daniel M. Kortick  
Vice President

**WICKS MEDICAL INFORMATION, LLC**  
a Delaware limited liability company

\_\_\_\_\_  
Daniel M. Kortick  
Vice President

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC**, as Secured Party

By:   
Name: Joseph Turitz  
Title: Associate General Counsel

Acknowledgment of IP Collateral Lien

ACKNOWLEDGEMENT OF GRANTORS

**MEDICAL EDUCATION CONSULTANTS, LLC**

STATE OF New York )  
COUNTY OF New York ) ss:

On this 8<sup>th</sup> day of August, 2003 before me personally appeared Matthew E. Gormly III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Medical Education Consultants, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

Marc Jonas Block  
Notary Public

My Commission Expires: March 6, 2004

MARC JONAS BLOCK  
Notary Public, State of New York  
No. 02BL6038086  
Qualified in Kings County  
Commission Expires March 6, 2004

**MEDCON INTERNATIONAL, LLC**

STATE OF New York )  
COUNTY OF New York ) ss:

On this 8<sup>th</sup> day of August, 2003 before me personally appeared Matthew E. Gormly III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Medcon International, LLC., a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

Marc Jonas Block  
Notary Public

My Commission Expires:

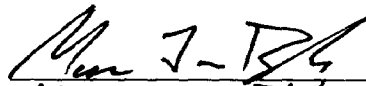
MARC JONAS BLOCK  
Notary Public, State of New York  
No. 02BL6038086  
Qualified in Kings County  
Commission Expires March 6, 2004

Acknowledgment of IP Collateral Lien

**MD ROUNDS, LLC**

STATE OF New York )  
 )  
COUNTY OF New York ) SS:

On this 8<sup>th</sup> day of August, 2003 before me personally appeared Matthew E. Gormly III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MD Rounds, LLC., a Connecticut limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

  
\_\_\_\_\_  
Marc Jonas Block  
Notary Public

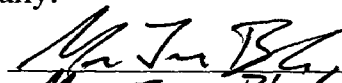
My Commission Expires:

MARC JONAS BLOCK  
Notary Public, State of New York  
No. 02BL6038086  
Qualified in Kings County  
Commission Expires March 6, 2004

**WICKS MEDICAL INFORMATION, LLC**

STATE OF New York )  
 )  
COUNTY OF New York ) SS:

On this 8<sup>th</sup> day of August, 2003 before me personally appeared Matthew E. Gormly III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wicks Medical Information, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

  
\_\_\_\_\_  
Marc Jonas Block  
Notary Public

My Commission Expires: March 6, 2004  
Notary Public, State of New York  
No. 02BL6038086  
Qualified in Kings County  
Commission Expires March 6, 2004 4

Acknowledgment of IP Collateral Lien

**SCHEDULE I**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**TRADEMARK REGISTRATIONS**

**A. REGISTERED TRADEMARKS**

<b>FEDERAL REGISTRATION – MD ROUNDS, LLC</b>				
<b>MARK</b>	<b>COUNTRY/ STATE</b>	<b>APPLN NO/ DATE</b>	<b>REG. NO/ REG. DATE</b>	<b>STATUS</b>
MDROUNDS	USA	SN 76-214,937 Filed Feb. 22, 2001	2,605,794/ Aug. 6, 2002	Registered

**B. TRADEMARK APPLICATIONS**

None.

**SCHEDULE II**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**COPYRIGHT REGISTRATIONS**

**A. REGISTERED COPYRIGHTS**

None.

**B. COPYRIGHT APPLICATIONS**

None.

**SCHEDULE III**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**PATENT REGISTRATIONS**

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.