TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HealthLetter Associates		05/25/2004	General Partnership: FLORIDA

RECEIVING PARTY DATA

Name:	Commerce Bank, N.A.
Street Address:	1 Commerce Square
Internal Address:	2005 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Association:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1851436	WELLNESS LETTER

CORRESPONDENCE DATA

Fax Number: (215)405-2921

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-977-2348

Email: skullman@wolfblock.com
Correspondent Name: Richard C. Weinblatt
Address Line 1: 1650 Arch Street

Address Line 2: 22nd Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	COM269
NAME OF SUBMITTER:	Suzanne M. Kullman

Total Attachments: 11 source=healthletter#page1.tif source=healthletter#page2.tif

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TRADEMARKS SECURITY AGREEMENT

THIS TRADEMARKS SECURITY AGREEMENT is made as of May 25, 2004, by HealthLetter Associates, a Florida general partnership (the "Debtor") in favor of Commerce Bank, N.A., its successors and assigns (the "Lender" in connection with a Loan and Security Agreement of even date herewith (as amended, modified, supplemented or restated from time to time, the "Loan Agreement") by and among the Debtor, MedLetter Associates, Inc., Letter Acquisition, LLC, the other Credit Parties thereto and the Lender. Unless the context clearly requires otherwise, capitalized terms shall have the meanings given to them in the Loan Agreement.

Subject to the terms and conditions of the Loan Agreement, the Lender has agreed to make the Term Loan to the Borrowers.

It is a condition precedent to the obligations of the Lender under the Loan Agreement, that the Debtor shall have executed and delivered this Agreement, to secure the prompt and complete payment and performance of the Obligations (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor and the Lender hereby agree as follows:

1. Certain Defined Terms.

- (a) "Agreement" means this Trademarks Security Agreement, as amended, supplemented or otherwise modified from time to time.
- (b) "Obligations" means, at any time, all of the obligations and liabilities of the Debtor and the other borrowers to the Lender at such time (including, without limitation, all of the interest that occurs on the Term Loan after the Term Loan becomes due and payable and all interest that accrues on the Term Loan after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or similar proceeding, relating to the Debtor, whether or not a claim for postpetition interest is allowed in such proceeding), whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, that may arise under, with respect to, or in connection with the Transaction Documents, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all of the reasonable fees and expenses of counsel (including in house counsel) employed by the Lender that are required to be paid by the Debtor pursuant to the terms of the Transaction Documents and all other reasonable fees and expenses incurred by the Lender in connection with exercising its rights and remedies against the Debtor.
- (c) "Termination Date" means the first date on which (i) all of the Obligations have been fully and irrevocably paid in cash and (ii) all of the commitments of the Lender to make the Term Loan under the Loan Agreement have expired or been terminated.
- (d) Unless otherwise specified in this Agreement, (i) the words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this

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Agreement as a whole and not to any particular provision of this Agreement, and (ii) section references are to this Agreement.

- (e) The meanings given to terms defined in this Agreement shall be equally applicable to both the singular and plural forms of such terms.
- 2. <u>Security Interest in Trademarks and Trademark Licenses, etc.</u> To secure the complete and timely payment and performance when due of all of the Obligations, the Debtor hereby grants to the Lender a first priority lien on and perfected security interest in, with power of sale to the extent permitted by applicable law, all of the Debtor's now owned or existing and hereafter acquired or arising:
- trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Debtor's business symbolized by the foregoing and connected therewith, and (v) all of the Debtor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, trade names, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this Section 2(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
 - (b) the goodwill associated with or symbolized by the Trademarks;
- (c) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Debtor is a licensee or licensor under any such license agreement, including, without limitation, those material trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all assets now or hereafter owned by the Debtor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses").

Notwithstanding the foregoing provisions of this Section 2, the Trademark Licenses shall not include any license agreement which, by its terms, prohibits the grant of the security interest contemplated by this Agreement.

3. <u>Restrictions on Future Agreements</u>. The Debtor will not, without the Lender's prior written consent, enter into any agreement which is inconsistent with this Agreement, including, without limitation, any license agreement, and the Debtor further agrees that it will not take any action, and will use reasonable commercial efforts not to permit any action to be taken by others,

including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with the Trademarks or Trademark Licenses.

- New Trademarks and Trademark Licenses. The Debtor represents and warrants that to the best of its knowledge, from and after the date hereof, (a) the Trademarks listed on Schedule A include all of the registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by the Debtor, (b) the Trademark Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which the Debtor is the licensee or licensor, and (c) no Liens, claims or security interests in such Trademarks and Trademark Licenses have been granted by the Debtor to any Person other than the Lender. If, prior to the termination of this Agreement, the Debtor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, tradenames, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trade names, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals, whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement to the extent permissible, the provisions of Section 2 hereof shall automatically apply thereto. The Debtor shall give to the Lender prompt written notice of each event described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof. The Debtor hereby authorizes the Lender to modify this Agreement unilaterally (i) by amending Schedule A to include any future Trademarks and by amending Schedule B to include any future Trademark Licenses which are Trademarks or Trademark Licenses under Section 2 hereof or under this Section 4, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future Trademarks and Trademark Applications.
- 5. <u>Royalties</u>. The Debtor hereby agrees that the Lender's rights to use the Trademarks and Trademark Licenses as authorized hereunder in connection with the Lender's exercise of its rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Debtor's rights thereunder and with respect thereto and the Lender shall have no liability to the Debtor for royalties or other related charges due to Debtor on account of any such use.
- Right to Inspect; Further Assignments and Security Interests. The Lender may at all reasonable times during normal business hours and with reasonable frequency (and at any time after the occurrence and during the continuation of an Event of Default) have access to, examine, audit, make copies and extracts from and inspect the Debtor's books, records and operations relating to the Trademarks and Trademark Licenses. In conducting such inspections and examinations, the Lender shall use reasonable efforts not to disturb unnecessarily the conduct of the Debtor's ordinary business operations. From and after the occurrence and during the continuation of an Event of Default, the Debtor agrees that the Lender, or a conservator appointed by the Lender, shall have the right to establish such reasonable additional product quality controls as the Lender or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold or services rendered by the Debtor under the Trademarks and the Trademark Licenses or in connection with which such Trademarks and Trademark Licenses are used. The Debtor agrees that, if the Lender's Collateral will be materially impaired thereby, it will (a) not sell or assign its respective

interests in, or grant any license under, the Trademarks or the Trademark Licenses without the prior and express written consent of the Lender, and (b) not change the level of quality of such products as of the date hereof.

- 7. Nature and Continuation of the Lender's Security Interest; Termination of the Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Trademark Licenses and shall terminate on the Termination Date. When this Agreement has terminated, the Lender shall promptly execute and deliver to the Debtor, at the Debtor's request and expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Trademarks and the Trademark Licenses, subject to any disposition thereof which may have been made by the Lender in accordance with applicable law and the terms of this Agreement and the Loan Agreement.
- Duties of the Debtor. The Debtor shall have the duty to: (a) prosecute diligently any 8. trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (b) make application for material trademarks or material service marks. The Debtor further agrees (i) not to abandon any material Trademark or material Trademark License which is used in or useful to its business without the prior written consent of the Lender, and (ii) to use its reasonable efforts to maintain in full force and effect the Trademarks and Trademark Licenses that are or shall be, in the Debtor's reasonable business judgment, necessary or economically desirable in the operation of the Debtor's business. Any expenses incurred in connection with the foregoing shall be borne by the Debtor. The Debtor agrees to retain an experienced trademark attorney, reasonably acceptable to the Lender, for the filing and prosecution of all such filings and prosecutions. The Lender shall not have any duty with respect to the Trademarks and Trademark Licenses. Without limiting the generality of the foregoing, the Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Trademark Licenses against any other parties, but the Lender may do so at its option from and after the occurrence (and during the continuance) of an Event of Default, and all reasonable and, in the commercially reasonable business judgment of the Lender, necessary, expenses incurred in connection therewith shall be for the sole account of the Debtor and shall be added to the Obligations secured hereby.
- 9. The Lender's Right to Sue. From and after the occurrence and during the continuation of an Event of Default, the Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Trademark Licenses and, if the Lender shall commence any such suit, the Debtor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required in aid of such enforcement and requested by the Lender. The Debtor shall, upon demand, promptly reimburse the Lender for all reasonable and, in the commercially reasonable business judgment of the Lender, necessary, costs and expenses incurred by it in the exercise of its rights under this Section 9 (including, without limitation, reasonable and, in the commercially reasonable business judgment of the Lender, necessary, fees and expenses of attorneys for the Lender). In the event the Lender shall commence any such enforcement action, the Lender shall use its reasonable efforts to provide the Debtor with ten (10) days prior written notice thereof, and shall provide the Debtor with an opportunity to participate in any such action, at the Debtor's expense.

10. Power of Attorney; Cumulative Remedies.

- The Debtor hereby irrevocably designates, constitutes and appoints the Lender (a) (and all Persons designated by the Lender in its sole and absolute discretion) as the Debtor's true and lawful attorney-in-fact, and to the extent permitted by applicable law authorizes the Lender and any of the Lender's designees, in the Debtor's or the Lender's name, to take any action and execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, if the Debtor fails to take such action or execute such instrument within a reasonable time after the Lender's written request therefor, from and after the occurrence and during the continuation of an Event of Default and the giving by the Lender of notice to the Debtor of the Lender's intention to enforce its rights and claims against the Debtor, including, without limitation, to the extent permitted by applicable law, authorization to (i) endorse the Debtor's name on all applications, documents, papers and instruments necessary or, in the commercially reasonable business judgment of the Lender, desirable, for the Lender in the use of the Trademarks or the Trademark Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Trademark Licenses to anyone in a commercially reasonable manner and on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Trademark Licenses, to anyone in a commercially reasonable manner and on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Trademark Licenses as the Lender, in its commercially reasonable business judgment, deems necessary. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until the Termination Date shall have been terminated. The Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies.
- The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Trademark Licenses may be located or deemed located. Upon the occurrence and during the continuation of an Event of Default and the election by the Lender to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Trademark Licenses, the Debtor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Trademark Licenses to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such agreements, documents and instruments as may be necessary, in the exercise of the Lender's commercially reasonable judgment, to effect such assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Trademarks and the Trademark Licenses, whether established hereby, by the Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. It is hereby expressly agreed that upon the occurrence and during the continuation of an Event of Default, the Lender may exercise any of the rights and remedies provided in this Agreement and any other of the other Loan Documents, in accordance with the terms hereof and thereof and to the extent permitted by applicable law.

11. <u>Invalidity</u>. If any provision of this Agreement or any of the other Transaction Documents shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of this Agreement or of the other Transaction Documents that can be given effect without the invalid provision, and this Agreement and the other Transaction Documents shall be construed as if such invalid or unenforceable provisions had never been contained herein.

12. Modification; Entire Agreement; Waiver.

- (a) This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof, or by a writing signed by the parties hereto which makes specific reference to this Agreement.
- (b) This Agreement contains the entire agreement between the Lender and the Debtor pertaining to the subject matter hereof and there are no promises, agreements, conditions, undertakings, warranties or representations, either written or oral, expressed or implied, between the Lender and the Debtor other than as set forth or referenced in this Agreement. The Lender and the Debtor intend this Agreement to be an integration of all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the Lender and the Debtor pertaining to the subject matter hereof.
- (c) The Lender shall not by any act (except in accordance with Section 12(a) of this Agreement), any failure to act, or any delay in acting be deemed to have (i) waived any right or remedy under this Agreement or under any of the other Transaction Documents, or (ii) acquiesced in any Event of Default or in any breach of any of the terms and conditions of this Agreement or any of the other Transaction Documents or (iii) affected or diminished any right of the Lender thereafter to demand strict compliance and perform with the terms of this Agreement and the other Transaction Documents. No failure to exercise, nor any delay in exercising, any right, power or privilege of the Lender under this Agreement or under any of the other Transaction Documents shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege of the Lender under this Agreement or under any of the other Transaction Documents shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by, or on behalf of, the Lender of any right or remedy under this Agreement or under any of the other Transaction Documents on any one occasion shall not be construed as a bar to any right or remedy that the Lender would otherwise have on any future occasion.
- 13. <u>Headings</u>. The headings preceding the text of the sections and subsections in this Agreement are used solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement.
- 14. <u>Benefit</u>. This Agreement shall inure to the benefit of, and shall be binding upon the respective successors and permitted assigns of the parties hereto. The Debtor may not assign any of its rights, or delegate any of its duties or obligations under this Agreement without the prior written consent of the Lender.

15. Governing Law. The validity and effect of this Agreement shall be determined by reference to the laws of the State of New York without regard to any principles of conflicts of laws that might cause the application of any other laws, except to the extent that such other laws may govern the grant and perfection of a security interest in the Collateral.

16. Consent to Jurisdiction; Waivers of Jury Trial.

- (a) DEBTOR AND LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE TERM NOTE OR THE OTHER LOAN DOCUMENTS. DEBTOR AND LENDER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, THE TERM NOTE AND THE OTHER LOAN DOCUMENTS AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. DEBTOR AND LENDER FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.
- DEBTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY (b) STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK, STATE OF NEW YORK, AND IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TERM NOTE, OR THE OTHER LOAN DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS. DEBTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT, THE TERM NOTE, THE OTHER LOAN DOCUMENTS OR THE OBLIGATIONS. IF DEBTOR PRESENTLY IS, OR IN THE FUTURE BECOMES, A NONRESIDENT OF THE STATE OF NEW YORK, DEBTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON DEBTOR BY EXPRESS, PRIORITY, CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO DEBTOR, AT DEBTOR'S ADDRESS AS MOST RECENTLY NOTIFIED BY DEBTOR IN WRITING AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED AS AFORESAID.
- 17. <u>Notices</u>. All notices or other communications hereunder shall be given in the manner and delivered to the addresses set forth in the Loan Agreement.
- 18. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 19. <u>Relationship of the Parties</u>. The relationship between the Lender and the Debtor is that of creditor and debtor. This Agreement shall not create any rights or options or claims in any entity not a signatory hereof. Under no circumstances is such a relationship to be construed as creating a partnership or joint venture.
- 20. <u>Further Assurances</u>. From time to time, the Debtor shall execute and deliver to the Lender such additional instruments as the Lender may reasonably request to effectuate the purposes of this Agreement and to assure the Lender as secured party a valid first priority security interest in and Lien on the Collateral.
- 21. <u>Default; Cross Default</u>. Any Event of Default which occurs and is continuing shall constitute a default under this Agreement, and any default under this Agreement following the expiration of any notice and grace period provided with respect to such default, shall constitute a default under each other Transaction Document, and in any such event (unless such default or Event of Default shall have been waived by the Lender or cured), the Lender shall be entitled to exercise its rights and remedies under the Transaction Documents, or under this Agreement, or as may otherwise be available to the Lender at law or in equity, in such order as the Lender may elect.
- 22. <u>Recordation of Agreement</u>. The Lender may record, and the Debtor consents to any recordation of, this Agreement with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the Debtor has duly executed this Agreement as of the day and year first above written.

HEALTHLETTER ASSOCIATES

By: Letter Acquisition, LLC, general partner

Name: Rodney Friedman

Title: President

By its acceptance hereof as of the day and year first above written, the Lender agrees to be bound by the provisions hereof.

COMMERCE BANK, N.A.

Name: Henry G. Kush, Jr.

Title: Vice President

STATE OF NEW YORK)	
)	SS.
COUNTY OF NEW YORK)	

On the day of May, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Rodney Friedman known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to on the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person on whose behalf the individual acted, executed the instrument.

Notary Public

ROCHELLE JOY BROOK Notery Public, State of New York No. 30 01BR4755294 Qualified in Nassau County

Commission Expires

STATE OF NEW YORK)
SS.:
COUNTY OF NEW YORK)

On the day of May, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Henry G. Kush, Jr. known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to on the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person on whose behalf the individual acted, executed the instrument.

ROCHELLE JOY BROOK
Notary Public, State of New York
No. 30 01BR47552B4
Qualified in Nassau County
Commission Expires

19/31/06

Schedule A

to

Trademarks Security Agreement

<u>Trademark</u>	Reg. No.	Reg. Date	<u>Owner</u>
Wellness Letter	1,851,436	August 30, 1994	Health Letter Associates

Schedule B

to

Trademarks Security Agreement

Publication Agreement dated May 16, 1997 between The Regents of the University of California and Healthletter Associates

11

DSN:212748.5/COM269-217326

RECORDED: 06/04/2004