

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
Healthstar Communications, Inc.		03/03/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance, LLC
Street Address:	4445 Willard Avenue
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	21146
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	76439420	DAY 1 LAUNCH
Serial Number:	76439419	DAY I LAUNCH
Serial Number:	76439421	DAY ONE LAUNCH
Serial Number:	76380415	HEALTHSTAR
Serial Number:	76380400	HEALTHSTAR
Serial Number:	76380410	HEALTHSTAR
Serial Number:	76380420	
Serial Number:	76380405	
Serial Number:	75692401	INFINITE RESOURCE GROUP
Serial Number:	76558718	SMARTPORT
Serial Number:	76602911	THERAPEUTIC CIRCLES

CORRESPONDENCE DATA

Fax Number: (866)459-2899

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

900021456

**TRADEMARK
 REEL: 003048 FRAME: 0317**

CH \$290.00 76439420

Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/17/2005

Total Attachments: 6
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TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, HEALTHSTAR COMMUNICATIONS, INC., a Delaware corporation (“Grantor”), has adopted, used and is using the marks shown in the attached Schedule A (the “Marks”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor is obligated to CAPITALSOURCE FINANCE LLC (“CapitalSource”) and various other financial institutions (collectively, “Lenders”) and CapitalSource as agent for Lenders (“Agent”) pursuant to (i) a guaranty of the Obligations under the Fourth Amended and Restated Revolving Credit and Term Loan Agreement, dated March 10, 2004, among Agent, Lenders, Grantors and the other Loan Parties party thereto and (ii) a certain Collateral Patent, Trademark, Copyright and License Assignment, dated as January 27, 2003, made by Grantor in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the “Agreements”); and

WHEREAS, pursuant to the Agreements, and subject to the terms and conditions contained therein, Grantor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, to secure the payment and performance of the Obligations (as defined in the Agreements), Grantor does hereby grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor.

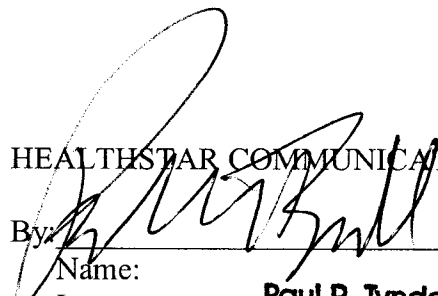
Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
March 3, 2005

Witness:

John S. Kern

HEALTHSTAR COMMUNICATIONS, INC.

By: 

Name:

Its:

**Paul R. Tyndall
Senior Vice President**

Witness:

CAPITALSOURCE FINANCE LLC, as Agent

By: _____

Name:

Its:

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, HEALTHSTAR COMMUNICATIONS, INC., a Delaware corporation (“Grantor”), has adopted, used and is using the marks shown in the attached Schedule A (the “Marks”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor is obligated to CAPITALSOURCE FINANCE LLC (“CapitalSource”) and various other financial institutions (collectively, “Lenders”) and CapitalSource as agent for Lenders (“Agent”) pursuant to (i) a guaranty of the Obligations under the Fourth Amended and Restated Revolving Credit and Term Loan Agreement, dated March 10, 2004, among Agent, Lenders, Grantors and the other Loan Parties party thereto and (ii) a certain Collateral Patent, Trademark, Copyright and License Assignment, dated as January 27, 2003, made by Grantor in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the “Agreements”); and

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Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
March 3, 2005

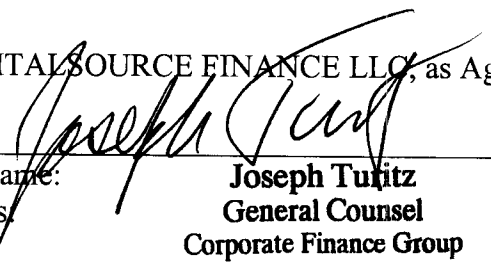
Witness:

HEALTHSTAR COMMUNICATIONS, INC.

By: _____
Name:
Its:

Witness:

CAPITALSOURCE FINANCE LLC, as Agent

By: 
Name: **Joseph Tutitz**
Its: **General Counsel
Corporate Finance Group**

SCHEDULE A

<u>Country</u>	<u>Mark</u>	<u>Application or Serial Number</u>	<u>Application or Filing Date</u>	<u>Registration No.</u>	<u>Date of Issue</u>
USA	Day 1 Launch	76/439,420	August 12, 2002		
USA	Day I Launch	76/439,419	August 12, 2002		
USA	Day One Launch	76/439,421	August 12, 2002		
USA	HealthSTAR	76/380,415	February 28, 2002		
USA	HealthSTAR w/Star Design and Black Background	76/380,400	February 28, 2002		
USA	HealthSTAR w/Star Design and White Background	76/380,410	February 28, 2002		
USA	Star Design w/Black Background	76/380,420	February 28, 2002		
USA	Star Design w/White Background	76/380,405	February 28, 2002		
USA	Infinite Resource Group	75/692,401	April 26, 1999	2,598,435	July 23, 2002
USA	Smartport	76/558,718	October 27, 2003		
USA	Therapeutic Circles	76/602,911	July 14, 2004		

STATE OF New Jersey)
 : ss.:
COUNTY OF Middlesex)

On this 3rd day of March, 2005, before me personally came Paul R. Tynjala
to me known, who, being by me duly sworn, did depose and say that s/he is the
SVF of HEALTHSTAR COMMUNICATIONS, INC., the corporation described
in and which executed the foregoing instrument; and that s/he signed her/his name thereto by
order of the board of directors of said corporation.

Camp Ellen Kern
Notary Public

STATE OF _____)
 : ss.:
COUNTY OF _____)

On this ____ day of _____, 200_, before me personally came _____,
to me known, who, being by me duly sworn, did depose and say that s/he is the
_____ of CAPITALSOURCE FINANCE LLC, the limited liability company
described in and which executed the foregoing instrument.

Notary Public

STATE OF _____)
: ss.:
COUNTY OF _____)

On this ____ day of _____, 2005, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of HEALTHSTAR COMMUNICATIONS, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Notary Public

STATE OF Maryland)
: ss.:
COUNTY OF Montgomery)

On this 24 day of Feb, 2005, before me personally came Joseph Ruiz to me known, who, being by me duly sworn, did depose and say that s/he is the Gen Counsel - Corp of CAPITALSOURCE FINANCE LLC, the limited liability company described in and which executed the foregoing instrument.

Mary B. Leino
Notary Public

