

## 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
Dowden Health Corp.		03/31/2005	CORPORATION: NEW YORK

## RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	425 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	76621641	NEW YORK SPACES
Registration Number:	2358770	VETERANS' HEALTH
Registration Number:	2855371	BERGEN HEALTH & LIFE
Registration Number:	2778787	CURRENT PSYCHIATRY
Registration Number:	1981754	HEARTHEALTH NEWS
Registration Number:	1911324	HEALTHWORDS FOR WOMEN
Registration Number:	2487026	OBG MANAGEMENT
Registration Number:	1381382	CONTEMPORARY ORTHOPAEDICS
Registration Number:	2565938	BEANSTALK
Registration Number:	1255281	THE JOURNAL OF FAMILY PRACTICE
Registration Number:	1020181	CONTEMPORARY SURGERY

## CORRESPONDENCE DATA

Fax Number: (404)888-4190

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

TRADEMARK

REEL: 003068 FRAME: 0846

900023294

CH \$290.00 76621641

Phone: 404-888-4148  
Email: HWRTM@hunton.com  
Correspondent Name: John R. Schneider  
Address Line 1: 600 Peachtree Street, N.E.  
Address Line 2: Bank of America Plaza, Suite 4100  
Address Line 4: Atlanta, GEORGIA 30308-2216

NAME OF SUBMITTER:	John R. Schneider
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Signature:	/John R. Schneider/
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Date:	04/19/2005
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Total Attachments: 5  
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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2005, is made by DOWDEN HEALTH CORP., a New York corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantor, the other Persons named therein as Borrowers and Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement, dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

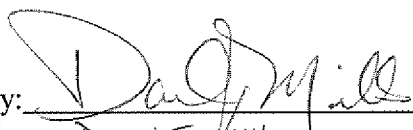
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

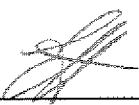
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DOWDEN HEALTH CORP.

By:   
Name: Daniel J. Mills  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

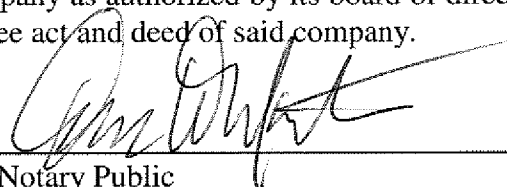
GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By:   
Name: Ellen D. Weaver  
Title: Duly Authorized Signatory

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On this 31<sup>st</sup> day of March, 2005, before me personally appeared Daniel J. Mills, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dowden Health Corp., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

  
Notary Public

[Notary Seal]

ERIC D. MARTINS  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 60-2563800  
Qualified in Westchester County  
Commission Expires May 31, 2006

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

	<b>DHM REGISTERED TRADEMARKS (SCHEDULE I)</b>	
<u>Mark</u>	<u>Sr./Reg.</u>	<u>Status</u>
NEW YORK SPACES	76/621641	Filed Nov. 23, 2004; Pending Approval by USPTO
VETERAN'S HEALTH	2,358,770	Registered - 6/13/00 Section 8 & 15 <b><u>Due: 6/13/06</u></b> Expires 6/13/10
BERGEN HEALTH & LIFE	2,855,371	Registered - 6/15/04 Section 8 & 15 <b><u>Due 6/14/10</u></b> Expires 6/14/14
CURRENT PSYCHIATRY	2,778,787	Registered - 10/28/03 Section 8 & 15 <b><u>Due 10/28/09</u></b> Expires 10/28/13
HEARTHEALTH NEWS	1,981,754 (Supp. Register)	Registered - 6/8/96 expires - 6/18/2006
HEALTHWORDS FOR WOMEN	1,911,324	Registered - 8/15/95 expires - 8/15/2005
OBG MANAGEMENT	2,487,026	Registered - 9/11/01 Section 8 & 15 <b><u>Due 9/11/07</u></b> expires 9/11/11
CONTEMPORARY ORTHOPAEDICS	1,381,382	Registered - 2/4/86 - expires 2/4/2006 (20 year Reg.)
BEANSTALK	2,565,938	Registered - 4/30/02 Section 8 & 15 <b><u>Due 4/30/08</u></b> Expires 4/30/12
THE JOURNAL OF FAMILY PRACTICE AND DESIGN	1,255,281	Registered - 10/25/83 Renewed 6/29/04 Expires - 6/29/14
CONTEMPORARY SURGERY	1,020,181	Registered - 9/9/75

	<b>DHM REGISTERED TRADEMARKS (SCHEDULE I)</b>	
<u>Mark</u>	<u>Sr./Reg.</u>	<u>Status</u>
		Renewed - 9/9/95 <u>Renewal Due:</u> 9/9/2005