

11-12-2004

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDED

TRADEMARK 102880071

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

On Target Media, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other limited liability company

Citizenship (see guidelines) _____

Execution Date(s) September 30, 2004

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: MCG Capital Corporation

Internal

Address: _____

Street Address: 1100 Wilson Boulevard

City: Arlington Suite 3000

State: Virginia

Country: U.S.A. Zip: 22209

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship _____
☐ Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,380,752; 2,180,344

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

On Target Health Solutions (and design); Prescription for Change (and design)

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

Name: Matthew P. Doring

Internal Address: _____

Street Address: 28 State Street

City: Boston

State: Massachusetts Zip: 02109

Phone Number: (617) 345-9000 (Ext. 4636)

Fax Number: (617) 345-9020

Email Address: mdoring@haslaw.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Matthew P. Doring, Esquire

Name of Person Signing

Signature

Date

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003076 FRAME: 0609

11/10/2004 MESTACHE 0000032 2380752

40.00 UP
175.00 UP

01 FC:0521
02 FC:0522

EXHIBIT 4

<u>Trademark Description</u>	<u>Registration Number</u>
Protocall in Person On Target (and design)	2,163,880
On Target Media (and design)	1,885,221
Patient Education Center (and design)	1,837,861
Healthy Advice (and design)	2,127,364
Healthy Advice For You and Your Family (and design)	2,127,363
Footcare Education Center	2,146,442

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of September 30, 2004, by **ON TARGET MEDIA, LLC** (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG CAPITAL CORPORATION (including any successor, permitted assignee or permitted transferee thereof, "Administrative Agent"), as administrative agent for itself and the Lenders (as defined in the Credit Agreement referred to below).

RECITALS

WHEREAS, Grantor and each direct and indirect Subsidiary of Grantor (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Administrative Agent and the Lenders for a \$20,000,000 senior secured term loan A facility, a \$10,000,000 subordinated secured term loan B facility and a \$3,000,000 senior secured revolving credit facility; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of September 30, 2004 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered, inter alia, that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of September 30, 2004 (as may be amended from time to time, "Security Agreement") encumbering substantially all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to grant a security interest in Grantor's intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissues and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's security interest in the Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default (as defined in the Security Agreement), upon the request of Administrative Agent, Grantor shall execute and deliver to Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Administrative Agent.

4. Power of Attorney. Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's reasonable discretion, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement, provided that such power of attorney and authority may be exercised by the Administrative Agent only upon and during the continuance of an Event of Default. This authority includes, without limitation, the following:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof which

constitutes Collateral under and as defined in the Security Agreement or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions:


(a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Administrative Agent (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.


WITNESS:

By: 
Name: Stephen J. Schmitz

[SEAL]

ON TARGET MEDIA, LLC

(as Grantor)

By: 
Name: Michael Collette
Title: Pres. lent

Address: 8230 Montgomery Rd St 300
Cincinnati, OH 45236

Telephone: (513) 936-6805

Facsimile: (513) 984-8658

WITNESS:

By: _____

MCG CAPITAL CORPORATION

(as Administrative Agent)

By: _____
Name: Michael McHugh
Title: Managing Director

Address: 1100 Wilson Boulevard
Suite 3000
Arlington, Virginia 22209

Telephone: (703) 562-7105

Facsimile: (703) 247-7505

ACKNOWLEDGMENT

STATE OF Ohio :
COUNTY OF Hamilton : SS

Before me, the undersigned, a Notary Public, on this 30th day of September ____, 2004, personally appeared Michael R. Collette to me known personally, who, being by me duly sworn, did say that ~~he~~ she is the President of **ON TARGET MEDIA, LLC**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **ON TARGET MEDIA, LLC** by authority of its member, and the said Michael R. Collette acknowledged said instrument to be his/her free act and deed.

Terri A Phillips
Notary Public

My Commission Expires: June 8, 2005

TERRI A. PHILLIPS
Notary Public - State of Ohio
My Commission Expires June 8, 2005

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

By: _____
Name: _____

[SEAL]

ON TARGET MEDIA, LLC
(as Grantor)

By: _____
Name: _____
Title: _____

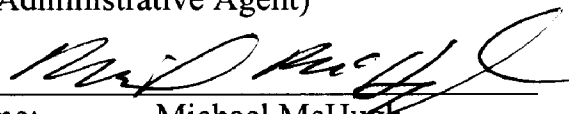
Address:

Telephone: () _____
Facsimile: () _____

WITNESS:

By:  _____

MCG CAPITAL CORPORATION
(as Administrative Agent)

By:  _____
Name: Michael McHugh
Title: Managing Director

Address: 1100 Wilson Boulevard
Suite 3000
Arlington, Virginia 22209

Telephone: (703) 562-7105
Facsimile: (703) 247-7505

ACKNOWLEDGEMENT

STATE OF VIRGINIA :
COUNTY OF ARLINGTON : SS

Before me, the undersigned, a Notary Public, on this 29 day of September, 2004, personally appeared Michael McHugh me known personally, who, being by me duly sworn, did say that he is the Managing Director of **MCG CAPITAL CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **MCG Capital Corporation** by authority of its Board of Directors, and the said Michael McHugh acknowledged said instrument to be his/her free act and deed.



Notary Public

My Commission Expires: My Commission Expires January 31, 2008

SCHEDULE A
to Intellectual Property Security Agreement

Intentionally Omitted

SCHEDULE B
to Intellectual Property Security Agreement

PATENT COLLATERAL

I. Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
None			

II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
None					

III. Patent Licenses

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None					

SCHEDULE C
to Intellectual Property Security Agreement

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
On Target Health Solutions (and design)	U.S.A.	2,380,752
Prescription for Change (and design)	U.S.A.	2,180,344
Protocall in Person On Target (and design)	U.S.A.	2,163,880
On Target Media (and design)	U.S.A.	1,885,221
Patient Education Center (and design)	U.S.A.	1,837,861
Healthy Advice (and design)	U.S.A.	2,127,364
Healthy Advice For You and Your Family (and design)	U.S.A.	2,127,363
Footcare Education Center	U.S.A.	2,146,442
On Target Health Solutions	Ohio	OH006968

II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
----------------------------------	--------------------------------	----------------	--------------------------	------------------------	---------------

III. Trademark Licenses

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
--------------------------------	-------------	----------------	-----------------	-----------------	---------------------------	----------------------------