

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
Medical Education Consultants, LLC		05/23/2005	Limited Liability Company: DELAWARE
Medcon International, LLC		05/23/2005	Limited Liability Company: DELAWARE
MD Rounds, LLC		05/23/2005	Limited Liability Company: CONNECTICUT
Wicks Medical Information, LLC		05/23/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2605794	MDROUNDS
Serial Number:	78626814	VASCULAR BIOLOGY WORKING GROUP
Serial Number:	78626946	COACH
Serial Number:	78627009	COACH COALITION FOR THE ADVANCEMENT OF CARDIOVASCULAR HEALTH
Serial Number:	78625366	ADHD HEALTH ALLIANCE ADVANCING RESEARCH, EDUCATION & PATIENT CARE
Serial Number:	78625876	COUNCIL ON PHARMACOGENOMICS

CORRESPONDENCE DATA

CH \$165.00 2605794

Fax Number: (312)827-8185
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: trademarks@bellboyd.com
Correspondent Name: Robert M. Barrett
Address Line 1: P.O. Box 1135
Address Line 4: Chicago, ILLINOIS 60690-1135

NAME OF SUBMITTER:	Robert M. Barrett
Signature:	/robert m barrett/
Date:	07/19/2005

Total Attachments: 10
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**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "**Acknowledgement**"), dated as of May 23, 2005, 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 Revolving Credit, Term Loan and Security Agreement dated as of August 12, 2003 (the "**Original Loan Agreement**"), as amended by that certain First Amendment to Revolving Credit, Term Loan and Security Agreement and Reaffirmation of Guaranty dated as of October 20, 2004 (the "**First Amendment**") by and among Grantors, Agent, the Lenders party thereto, and other signatories thereto, as amended by that certain Joinder Agreement and Second Amendment to Revolving Credit, Term Loan and Security Agreement and Reaffirmation of Guaranty dated as of April 8, 2005 (the "**Second Amendment**") by and among Grantors, **DESIGNWRITE, LLC**, a Delaware limited liability company ("**DesignWrite**"), **PHARMAWRITE, LLC**, a Delaware limited liability company ("**PharmaWrite**"), Agent, the Lenders party thereto, and other signatories thereto, as amended by that certain Joinder Agreement to Revolving Credit, Term Loan and Security Agreement and Reaffirmation of Guaranty dated as of April 15, 2005 (the "**Jobson Joinder**") by and among Grantors, DesignWrite, PharmaWrite, **JOBSON PUBLISHING ACQUISITION, LLC**, a Delaware limited liability company ("**Jobson**"), Agent, the Lenders party thereto, and other signatories thereto, and as amended by that certain Third Amendment and Consent to Revolving Credit, Term Loan and Security Agreement and Reaffirmation of Guaranty dated as of May 23, 2005 (the "**Third Amendment**") by and among Grantors, Agent, the Lenders party thereto, and other signatories thereto (such Original Loan Agreement, as amended by the First Amendment, Second Amendment, Jobson Joinder and Third Amendment as the same may be further amended, modified, supplemented or restated 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 Grantors as 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.

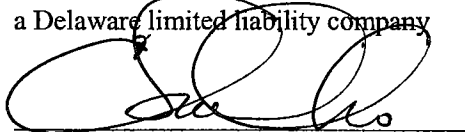
3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies 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.

[remainder of this page intentionally left blank]

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.

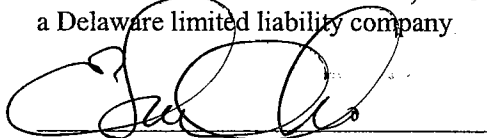
GRANTORS:

MEDICAL EDUCATION CONSULTANTS, LLC
a Delaware limited liability company



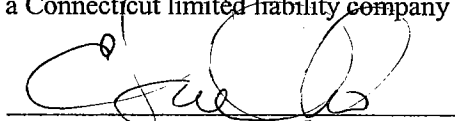
E. Sue Cho
Vice President

MEDCON INTERNATIONAL, LLC
a Delaware limited liability company



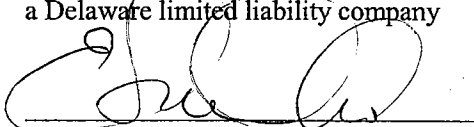
E. Sue Cho
Vice President

MD ROUNDS, LLC
a Connecticut limited liability company



E. Sue Cho
Vice President

WICKS MEDICAL INFORMATION, LLC
a Delaware limited liability company



E. Sue Cho
Vice President

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Name: _____
Title: _____

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

E. Sue Cho
Vice President

MEDCON INTERNATIONAL, LLC
a Delaware limited liability company

E. Sue Cho
Vice President

MD ROUNDS, LLC
a Connecticut limited liability company

E. Sue Cho
Vice President

WICKS MEDICAL INFORMATION, LLC
a Delaware limited liability company

E. Sue Cho
Vice President

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By:
Name:
Title:



Steven A. Museles

Senior Vice President

ACKNOWLEDGEMENT OF GRANTORS

MEDICAL EDUCATION CONSULTANTS, LLC

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

On this 24 day of May 2005 before me personally appeared E. Sue Cho, 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 she 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 she acknowledged such instrument to be the free act and deed of each such limited liability company.

Luanne Forester
Notary Public

My Commission Expires: 1-31-06
LUANNE FORESTER
Notary Public, State of New York
No. 31-4753081
Qualified in New York County
Term Expires 1-31-06

MEDCON INTERNATIONAL, LLC

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

On this 24 day of May 2005 before me personally appeared E. Sue Cho, 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 she 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 she acknowledged such instrument to be the free act and deed of each such limited liability company.

Luanne Forester
Notary Public

My Commission Expires:
1-31-06

LUANNE FORESTER
Notary Public, State of New York
No. 31-4753081
Qualified in New York County
Term Expires 1-31-06

MD ROUNDS, LLC

STATE OF New York)
COUNTY OF New York)

ss:

On this 24 day of May 2005 before me personally appeared E. Sue Cho, 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 she 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 she acknowledged such instrument to be the free act and deed of each such limited liability company.

Luanne Forester
Notary Public

My Commission Expires:

1-31-06

LUANNE FORESTER
Notary Public, State of New York
No. 31-4753081
Qualified in New York County
Term Expires 1-31-06

WICKS MEDICAL INFORMATION, LLC

STATE OF New York)
COUNTY OF New York)

ss:

On this 24 day of May 2005 before me personally appeared E. Sue Cho, 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 she 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 she acknowledged such instrument to be the free act and deed of each such limited liability company.

Luanne Forester
Notary Public

My Commission Expires:

1-31-06

LUANNE FORESTER
Notary Public, State of New York
No. 31-4753081
Qualified in New York County
Term Expires 1-31-06

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

FEDERAL REGISTRATION – MD Rounds, LLC				
MARK	COUNTRY/ STATE	APPLN NO/ DATE	REG. NO/ REG. DATE	STATUS
MDROUNDS	USA	SN 76-214,937 Filed 2/22/01	2,605,794 Reg. 8/6/02	Registered

B. TRADEMARK APPLICATIONS

FEDERAL REGISTRATION – Medical Education Consultants, LLC				
MARK	COUNTRY/ STATE	APPLN NO/ DATE	REG. NO/ REG. DATE	STATUS
VBWG(Logo)	USA	78626814 Filed 5/10/05		Pending
COACH(Word)	USA	78626946 Filed 5/10/05		Pending
COACH (Logo)	USA	78627009 Filed 5/10/05		Pending
ADHD (Logo)	USA	78625366 Filed 5/9/05		Pending
COUNCIL ON PHARMACOGENOMICS (Logo)	USA	78625876 Filed 5/9/05		Pending

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.