

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ventiv Health, Inc.		10/05/2005	CORPORATION: DELAWARE
Franklin Pharma Services, LLC	FORMERLY Franklin Compliance Service Group, LLC, fka FG Acquisition L.L.C.	10/05/2005	LIMITED LIABILITY COMPANY: NEW JERSEY
inChord Communications, Inc.		10/05/2005	CORPORATION: OHIO
Blue Diesel, LLC		10/05/2005	LIMITED LIABILITY COMPANY: OHIO
Cadent Medical Communications, LLC		10/05/2005	LIMITED LIABILITY COMPANY: OHIO
Creative Healthcare Solutions, LLC		10/05/2005	LIMITED LIABILITY COMPANY: OHIO
Gerbig, Snell/Weisheimer Advertising, LLC		10/05/2005	LIMITED LIABILITY COMPANY: OHIO
Navicor Group, LLC		10/05/2005	LIMITED LIABILITY COMPANY: OHIO
Stonefly Communications Group, LLC		10/05/2005	LIMITED LIABILITY COMPANY: OHIO
Y Brand Outlook, LLC		10/05/2005	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Serial Number:	75905641	VENTIV

900035348

TRADEMARK
REEL: 003187 FRAME: 0077

CH \$1465.00 75905641

Serial Number:	78135444	RELATIONSHIP SALES ORGANIZATION
Serial Number:	76589709	TOTAL DATA SOLUTIONS
Serial Number:	76589707	THE THERAPEUTICS INSTITUTE
Serial Number:	76531952	VENDENT THE VENTIV HEALTH DENTAL GROUP
Serial Number:	76589708	VENTIV PROFESSIONAL DEVELOPMENT GROUP
Serial Number:	76589705	VENTIV RECRUITMENT SERVICES
Serial Number:	76589706	VENTIV SALES AND MARKETING TEAMS
Serial Number:	76638785	EXCELLENCE IS OUR STANDARD
Serial Number:	76531953	VENFEMME THE VENTIV WOMEN'S HEALTH GROUP
Serial Number:	76531954	VENDERM THE VENTIV HEALTH DERMATOLOGY GROUP
Serial Number:	76072407	PROJECT LIGHTHOUSE
Serial Number:	76473413	ECERTIFY
Serial Number:	76473408	ECOMPLIANCE
Serial Number:	76473409	EVIGILANCE
Serial Number:	76473400	LOSS FACTOR
Serial Number:	76472450	PCAP
Registration Number:	2921258	BLUE DIESEL FUEL YOUR BUSINESS
Registration Number:	2864671	SEEK THE PROOF
Serial Number:	78267863	OPTITRAX
Registration Number:	2885904	SMARTED
Registration Number:	2888532	SMARTCME
Registration Number:	2920437	SMARTPLATFORM
Registration Number:	2921341	SMARTVIEW
Registration Number:	2749759	BLUE DIESEL
Registration Number:	2354760	THE CENTER FOR BIOMEDICAL CONTINUING EDUCATION
Registration Number:	2431316	CBCE THE CENTER FOR BIOMEDICAL CONTINUING EDUCATION
Registration Number:	2864367	WEB CME UNIVERSITY
Registration Number:	2641121	NEVER BE FORGOTTEN
Registration Number:	2637254	PROVEN EXPERTS. POWERFUL RESULTS.
Serial Number:	76557361	THE SELVA GROUP
Registration Number:	2909870	PALIO COMMUNICATIONS
Serial Number:	76587275	HEALTHLENS
Serial Number:	78454467	GSW WORLDWIDE
Serial Number:	78454476	GSW

Serial Number:	76614686	GSWW
Serial Number:	78619735	PINK TANK
Registration Number:	2868928	GERBIG SNELL/WEISHEIMER
Registration Number:	2776804	INCHORD
Registration Number:	2764131	INCHORD
Registration Number:	2948706	Y BRAND OUTLOOK
Registration Number:	2792480	FUNDAMENTALLY INSPIRED BRANDING
Registration Number:	2811383	LIBERATING IDEAS
Registration Number:	2751257	Y AN INCHORD COMPANY
Registration Number:	2889721	RXPEDITE
Registration Number:	2761588	RXPEDITE YOUR POTENTIAL, OUR POWER
Registration Number:	2955443	YQ INDEX
Serial Number:	76559410	INCHORD A RELEASING COMPANY
Registration Number:	2977610	CADENT MEDICAL COMMUNICATIONS
Serial Number:	76591920	STONEFLY COMMUNICATIONS GROUP
Serial Number:	76621386	STONEFLY COMMUNICATIONS GROUP
Serial Number:	78668891	WORKING INCHORD
Serial Number:	76622525	THE NAVICOR GROUP
Serial Number:	76614685	THE NAVICOR GROUP
Serial Number:	78636353	PREPARED TO BE SPONTANEOUS
Serial Number:	78555688	VENTURE OUT
Serial Number:	78668853	Y BRAND
Serial Number:	78673152	Y BRAND

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027216405
 Email: christine.wilson@thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1133 Avenue of the Americas
 Address Line 2: Suite 3100
 Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	11/03/2005

Total Attachments: 9

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Trademark Security Agreement

Trademark Security Agreement, dated as of October 5, 2005, by Ventiv Health, Inc., Franklin Pharma Services, LLC (f/k/a Franklin Compliance Service Group, LLC, f/k/a FG Acquisition L.L.C.), inChord Communications, Inc., Blue Diesel, LLC, Cadent Medical Communications, LLC, Creative Healthcare Solutions, LLC, Gerbig, Snell/Weisheimer Advertising, LLC, Navicor Group, LLC, Stonefly Communications Group, LLC and Y Brand Outlook, LLC (individually, each a "Pledgor" and collectively, the "Pledgors") in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement of even date herewith ("the Credit Agreement"), the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations (as defined in the Credit Agreement) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

VENTIV HEALTH, INC.

By: _____

Name:

Title:

John Emery

Vice President and Secretary

FRANKLIN PHARMA SERVICES, LLC

(f/k/a Franklin Compliance Service Group,

LLC f/k/a FG Acquisition L.L.C.)

By: _____

Name:

Title:

John Emery

Vice President and Secretary

BLUE DIESEL, LLC

By: _____

Name: William F. O'Donnell

Title: Vice President

CADENT MEDICAL

COMMUNICATIONS, LLC

By: _____

Name: William F. O'Donnell

Title: Vice President

CREATIVE HEALTHCARE SOLUTIONS,

LLC

By: _____

Name: William F. O'Donnell

Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 003187 FRAME: 0083

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

Very truly yours,

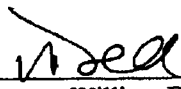
VENTIV HEALTH, INC.

By: _____
Name:
Title:

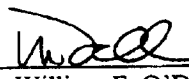
FRANKLIN PHARMA SERVICES, LLC
(f/k/a Franklin Compliance Service Group,
LLC, f/k/a FG Acquisition L.L.C.)

By: _____
Name:
Title:

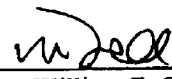
BLUE DIESEL, LLC

By:  _____
Name: William F. O'Donnell
Title: Vice President

CADENT MEDICAL
COMMUNICATIONS, LLC

By:  _____
Name: William F. O'Donnell
Title: Vice President

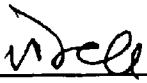
CREATIVE HEALTHCARE SOLUTIONS,
LLC

By:  _____
Name: William F. O'Donnell
Title: Vice President


Trademark Security Agreement

TRADEMARK
REEL: 003187 FRAME: 0084

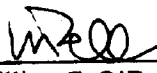
GERBIG, SNELL/WEISHEIMER
ADVERTISING, LLC

By: 
Name: William F. O'Donnell
Title: Vice President

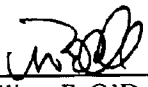
INCHORD COMMUNICATIONS, INC.

By: 
Name: William F. O'Donnell
Title: Chief Financial Officer

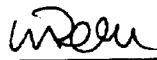
INCHORD GLOBAL, LLC

By: 
Name: William F. O'Donnell
Title: Vice President

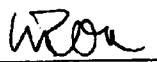
NAVICOR GROUP, LLC

By: 
Name: William F. O'Donnell
Title: Vice President

STONEFLY COMMUNICATIONS
GROUP, LLC

By: 
Name: William F. O'Donnell
Title: Vice President

Y BRAND OUTLOOK, LLC

By: 
Name: William F. O'Donnell
Title: Vice President

Trademark Security Agreement

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 

Name:

Title:

Wilfred V. Saint
Director
Banking Products
Services, US

By: 

Name:

Title:

Joselin Fernandes
Associate Director
Banking Products
Services US

Trademark Security Agreement




SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS




UNITED STATES TRADEMARKS:

Registrations/Applications:

OWNER	SERIAL NUMBER	TRADEMARK
Ventiv Health, Inc.	75/905,641	VENTIV
Ventiv Health, Inc.	78135444	RELATIONSHIP SALES ORGANIZATION
Ventiv Health, Inc.	76589709	TOTAL DATA SOLUTIONS
Ventiv Health, Inc.	76589707	THE THERAPEUTICS INSTITUTE
Ventiv Health, Inc.	76531952	VENDENT THE VENTIV HEALTH DENTAL GROUP
Ventiv Health, Inc.	76589708	VENTIV PROFESSIONAL DEVELOPMENT GROUP
Ventiv Health, Inc.	76589705	VENTIV RECRUITMENT SERVICES
Ventiv Health, Inc.	76589706	VENTIV SALES AND MARKETING TEAMS
Ventiv Health, Inc.	76638785	EXCELLENCE IS OUR STANDARD
Ventiv Health, Inc.	76531953	VENFEMME THE VENTIV WOMEN'S HEALTH GROUP
Ventiv Health, Inc.	76531954	VENDERM THE VENTIV HEALTH DERMATOLOGY GROUP
Ventiv Health, Inc.	76072407	PROJECT LIGHTHOUSE
Franklin Pharma Services, LLC	76473413	ECERTIFY
Franklin Pharma Services, LLC	76473408	ECOMPLIANCE
Franklin Pharma Services, LLC	76473409	EVIGILANCE
Franklin Pharma Services, LLC	76473400	LOSS FACTOR
Franklin Pharma Services, LLC	76472450	PCAP

<u>Registered Owner</u>	<u>Service Mark / Trademark</u>	<u>Registration/ Application No.</u>
Blue Diesel, LLC	BLUE DIESEL FUEL YOUR BUSINESS®	Registration No.: 2,921,258
Blue Diesel, LLC	SEEK THE PROOF®	Registration No.: 2,864,671
Blue Diesel, LLC	OPTITRAX sm	Serial No.: 78/267,863
Blue Diesel, LLC	smartED®	Registration No.: 2,885,904
Blue Diesel, LLC	smartCME®	Registration No.: 2,888,532
Blue Diesel, LLC	smartPLATFORM®	Registration No.: 2,920,437
Blue Diesel, LLC	smartVIEW®	Registration No.: 2,921,341
Blue Diesel, LLC	BLUE DIESEL	Registration No.: 2,749,759
Cadent Medical Communications, LLC	THE CENTER FOR BIOMEDICAL CONTINUING EDUCATION (plus Design)	Registration No. 2,354,760
Cadent Medical Com-	CBCE THE CENTER FOR BIO-	Registration No. 2,431,316

munications, LLC	MEDICAL CONTINUING EDUCATION (plus design)	
Cadent Medical Communications, LLC	WEB CME UNIVERSITY & DESIGN® 	Registration No.: 2,864,367
Creative Healthcare Solutions, LLC	NEVER BE FORGOTTEN®	Registration No.: 2,641,121
Creative Healthcare Solutions, LLC	PROVEN EXPERTS. POWERFUL RESULTS®	Registration No.: 2,637,254
Creative Healthcare Solutions, LLC	THE SELVA GROUP sm	Serial No.: 76/557,361
Creative Healthcare Solutions, LLC	PALIO COMMUNICATIONS®	Registration No.: 2,909,870
Gerbig, Snell/Weisheimer Advertising, LLC	HEALTHLENS sm	Serial No.: 76/587,275
Gerbig, Snell/Weisheimer Advertising, LLC	GSW WORLDWIDE sm	Serial No.: 78/454,467
Gerbig, Snell/Weisheimer Advertising, LLC	GSW sm	Serial No.: 78/454,476
Gerbig, Snell/Weisheimer Advertising, LLC		Serial No.: 76/614,686
Gerbig Snell/Weisheimer Advertising, LLC	PINK TANK (and Design)	Serial No.: 78/619,735
inChord Communications, Inc.	GERBIG, SNELL/WEISHEIMER®	Registration No.: 2,868,928
inChord Communications, Inc.	INCHORD®	Registration No.: 2,776,804
inChord Communications, Inc.	INCHORD LOGO & Design® 	Registration No.: 2,764,131
inChord Communications, Inc.	Y BRAND OUTLOOK sm	Registration No. 2,948,706
inChord Communications, Inc.	FUNDAMENTALLY INSPIRED BRANDING®	Registration No.: 2,792,480
inChord Communications, Inc.	LIBERATING IDEAS®	Registration No.: 2,811,383

inChord Communications, Inc.	Y AN INCHORD COMPANY®	Registration No.: 2,751,257
inChord Communications, Inc.	RXPEDITE®	Registration No.: 2,889,721
inChord Communications, Inc.	RXPEDITE YOUR POTENTIAL OUR POWER & DESIGN® 	Registration No.: 2,761,588
inChord Communications, Inc.	YQ INDEX sm	Registration No.: 2,955,443
inChord Communications, Inc.	INCHORD A RELEASING COMPANY sm	Serial No.: 76/559,410
inChord Communications, Inc.	CADENT MEDICAL COMMU- NICATIONS sm	Registration No.: 2,977,610
inChord Communications, Inc.	STONEFLY COMMUNICATIONS GROUP sm	Serial No.: 76/591,920
inChord Communications, Inc.	 sm	Serial No.: 76/621,386
inChord Communications, Inc.	Working inChord	Serial No.: 78/668,891
inChord Communications, Inc.	 sm	Serial No.: 76/622,525
inChord Communications, Inc.	THE NAVICOR GROUP sm (Word Only)	Serial No.: 76/614,685
Navicor Group, LLC	PREPARED TO BE SPONTANEOUS	Serial No.: 78/636,353
Stonefly Communications Group	VENTURE OUT sm	Serial No.: 78/555,688
Y Brand Outlook, LLC	Y BRAND	Serial No.: 78/668,853
Y Brand Outlook, LLC	Ybrand	Serial No: 78/673,152

Licenses: None.