

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT															
NATURE OF CONVEYANCE:	SECURITY INTEREST															
CONVEYING PARTY DATA																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Vendome Group, LLC</td> <td></td> <td>11/08/2005</td> <td>Limited Liability Company: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Vendome Group, LLC		11/08/2005	Limited Liability Company: DELAWARE								
Name	Formerly	Execution Date	Entity Type													
Vendome Group, LLC		11/08/2005	Limited Liability Company: DELAWARE													
RECEIVING PARTY DATA																
Name:	General Electric Capital Corporation															
Street Address:	2325 Lakeview Parkway															
Internal Address:	Suite 700															
City:	Alpharetta															
State/Country:	GEORGIA															
Postal Code:	30004															
Entity Type:	CORPORATION: DELAWARE															
PROPERTY NUMBERS Total: 4																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>2129111</td> <td>E.MD</td> </tr> <tr> <td>Registration Number:</td> <td>1909984</td> <td>HEALTHCARE INFORMATICS</td> </tr> <tr> <td>Registration Number:</td> <td>855132</td> <td>POSTGRADUATE MEDICINE</td> </tr> <tr> <td>Registration Number:</td> <td>1116390</td> <td>THE PHYSICIAN AND SPORTSMEDICINE</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	2129111	E.MD	Registration Number:	1909984	HEALTHCARE INFORMATICS	Registration Number:	855132	POSTGRADUATE MEDICINE	Registration Number:	1116390	THE PHYSICIAN AND SPORTSMEDICINE	
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Registration Number:	2129111	E.MD														
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Registration Number:	855132	POSTGRADUATE MEDICINE														
Registration Number:	1116390	THE PHYSICIAN AND SPORTSMEDICINE														
CORRESPONDENCE DATA																
Fax Number:	(404)572-5149															
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																
Phone:	404-572-2611															
Email:	vfitzpatrick@kslaw.com															
Correspondent Name:	King & Spalding LLP															
Address Line 1:	191 Peachtree Street															
Address Line 2:	c/o Vandy F. Fitzpatrick															
Address Line 4:	Atlanta, GEORGIA 30303															

CH \$115.00 2129111

900036541

TRADEMARK
REEL: 003198 FRAME: 0189

NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Signature:	/s/ Vandy F. Fitzpatrick
Date:	11/22/2005
Total Attachments: 6 source=Third Amendment TSA#page1.tif source=Third Amendment TSA#page2.tif source=Third Amendment TSA#page3.tif source=Third Amendment TSA#page4.tif source=Third Amendment TSA#page5.tif source=Third Amendment TSA#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2005, by VENDOME GROUP, LLC a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of January 5, 2005, by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders, as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of February 16, 2005, as further amended by that certain Second Amendment and Consent to Amended and Restated Credit Agreement, dated as of August 31, 2005, and as further amended by that certain Third Amendment and Consent to Amended and Restated Credit Agreement, dated as of the date hereof (the "Third Amendment") (including all annexes, exhibits or schedules thereto, as heretofore amended and as the same may at any time be further 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

WHEREAS, pursuant to the Third Amendment, 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 Annex A thereto to the Credit Agreement.

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 and Trademark Licenses to which it is a party 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 each Trademark License; 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 Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

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.

VENDOME GROUP, LLC

By: Vendome Associates, LLC, its Sole Member

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida
COUNTY OF Pinellas ss.

On this 21st day of November, 2005, before me personally appeared Rick Essex, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Vendome Group, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Kristine Carroll - Kristine Carroll
Notary Public
{seal}

Expires: 5/16/07



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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.

VENDOME GROUP, LLC

By: Vendome Associates, LLC, its Sole Member

By: _____

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of November, 2005, before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Vendome Group, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public
{seal}

Expires:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 003198 FRAME: 0194**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark Report by Mark

COUNTRY STATUS	REFERENCE# CLASSES	FILED	APPL#	REGDT	REG#
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e.MD (Stylized)

UNITED STATES REGISTERED	300D559-US0 16,41	3/14/1997	75/257,687	1/13/1998	2,129,111
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16 - PUBLICATION, NAMELY, A MAGAZINE COVERING INFORMATION IN THE MEDICAL AND HEALTHCARE FIELDS
41 - ARRANGING AND CONDUCTING EDUCATIONAL CONFERENCES IN THE MEDICAL AND HEALTH CARE FIELDS

HEALTHCARE INFORMATICS

UNITED STATES REGISTERED	300C940-US0 16	5/2/1994	74/519,183	8/8/1995	1,909,984
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16 - MAGAZINE ABOUT THE USE OF COMPUTERS IN THE HEALTHCARE INDUSTRY

HOSPITAL PRACTICE

HUNGARY REGISTERED	400B347-HU0 16	12/13/1995	M9503710	3/11/1998	149281
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16 - MAGAZINE AND BIOMEDICAL COMMUNICATIONS ARTICLES PUBLISHED FOR AND DISTRIBUTED TO PHYSICIANS. (IN CLASS 16).

POLAND REGISTERED	400B347-PL0 16	12/12/1995	Z-154242	11/2/1998	106646
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16 - MAGAZINE AND BIOMEDICAL COMMUNICATIONS ARTICLES PUBLISHED FOR AND DISTRIBUTED TO PHYSICIANS. (IN CLASS 16).

PORTUGAL REGISTERED	400B347-PT0 16	12/21/2001	360878	4/9/2003	360878
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16 - MAGAZINES AND PUBLICATIONS.

SPAIN REGISTERED	400B347-ES0 16	5/28/1998	2.164.762	11/20/1998	02164762/3
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16 - MAGAZINES AND PUBLICATIONS.

MEDYCYNÄ PO DYPLOMIE

POLAND REGISTERED	400B022-PL0 16	8/25/1994	Z-137400	5/17/1999	111210
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16 - PRINTED MATTER, PUBLICATIONS AND MAGAZINES IN CLASS 16.

ORVOSTOVABBKEPZO SZEMLE

HUNGARY REGISTERED	400C001-HU0 16	1/4/1996	M96 00030	3/11/1998	149353
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16 - PRINTED MATTER AND PUBLICATIONS; NAMELY MAGAZINES. (IN CLASS 16).

POSTGRADUATE MEDICINE

BRAZIL REGISTERED	4002357-BR0	1/17/1996	819032620	9/22/1998	819032620
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- 11.10 - MAGAZINES.

COLOMBIA REGISTERED	4002357-CO0 16	9/30/1992	368613	2/10/1994	151.647
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16 - MAGAZINES, NEWSLETTERS, PUBLICATIONS AND ALL OTHER GOODS IN THIS CLASS

HUNGARY REGISTERED	4002357-HU0 16	1/19/1996	M96 00168	3/12/1998	149413
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POSTGRADUATE MEDICINE continued . . .

16 - PRINTED MATTER AND PUBLICATIONS; NAMELY MAGAZINES. (IN CLASS 16).

INDIA 4002357-IN0 8/12/1999 870916
PENDING 16

16 - MAGAZINES AND PUBLICATIONS.

JAPAN 4002357-JP0 10/23/1992 4-305073 7/31/1996 3176421
REGISTERED 16

16 - MAGAZINES AND NEWSPAPERS.

MEXICO 4002357-MX0 10/3/1991 123833 6/27/1994 464638
REGISTERED 16

16 - PAPER, CARDBOARD AND GOODS MADE FROM THESE MATERIALS, NOT INCLUDED IN OTHER CLASSES;
PRINTED MATTER; BOOKBINDING MATERIAL; PHOTOGRAPHS; STATIONERY; ADHESIVES FOR STATIONERY
OR HOUSEHOLD PURPOSES; ARTISTS MATERIALS; PAINT BRUSHES; TYPEWRITERS AND OFFICE REQUISITES
(EXCEPT FURNITURE); INSTRUCTIONAL AND TEACHING MATERIAL (EXCEPT APPARATUS); PLASTIC MATERIALS FOR
PACKAGING (NOT INCLUDED IN OTHER CLASSES); PLAYING CARDS; PRINTERS' TYPE; PRINTING BLOCKS.

POLAND 4002357-PL0 12/16/1991 Z-104298 10/12/1994 78574
REGISTERED 16

16 - PAPER, PUBLICATIONS

PORTUGAL 4002357-PT0 1/16/2001 352739 7/29/2003 352739
REGISTERED 16

16 - MAGAZINES AND PUBLICATIONS.

SLOVAK REPUBLIC 4002357-SK0
PROPOSED

SOUTH AFRICA 4002357-ZA0 11/18/1994 94/12686 5/8/1997 94/12686
REGISTERED 16

16 - PRINTED MATTER AND PUBLICATIONS; NAMELY MAGAZINES. (IN CLASS 16).

SPAIN 4002357-ES0 5/12/1998 2.161.274 11/20/1998 02161274/9
REGISTERED 16

16 - MAGAZINES AND PUBLICATIONS

TURKEY 4002357-TR0 10/2/1992 8646/92 10/2/1992 142056
REGISTERED 16

16 - MAGAZINES, NEWSLETTERS, PUBLICATIONS AND ALL OTHER GOODS IN INTERNATIONAL CLASS 16.

UNITED STATES 3002357-US0 2/1/1968 290,052 8/20/1968 855,132
REGISTERED 16

16 - MONTHLY MEDICAL MAGAZINE

THE PHYS. AND SPORTSMEDICINE

UNITED STATES 3001098-US0 6/16/1978 174,765 4/10/1979 1,116,390
REGISTERED 16

16 - MONTHLY MAGAZINE

THE PHYSICIAN AND SPORTSMEDICINE

COLOMBIA 4001098-CO0 12/13/1995 95058953 8/15/1996 190149
REGISTERED 16

16 - MAGAZINES AND NEWSPAPERS

JAPAN 4001098-JP0 10/23/1992 4-305074 7/31/1996 3176422
REGISTERED 16

16 - MAGAZINES AND NEWSPAPERS

MEXICO 4001098-MX0 12/16/1992 157023 8/18/1993 439972
REGISTERED 16

16 - MAGAZINES, NEWSLETTERS, PUBLICATIONS AND ALL OTHER GOODS IN INTERNATIONAL CLASS 16.

PORTUGAL 4001098-PT0 3/24/1999 354.887 1/24/2002 354.887
REGISTERED 16

16 - MAGAZINES AND PUBLICATIONS.

SPAIN 4001098-ES0 1/23/2001 2372885 7/20/2001 2372885
REGISTERED 16

16 - MAGAZINES AND PUBLICATIONS.