

09-09-2005

OF COMMERCE  
Trademark OfficeForm PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2009)

RECORDATION FOR

103077160

## TRADEMARKS ONLY

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):

Health Ink L.L.C.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other Limited Liability Company-Delaware

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☐ No

## 3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) July 29, 2005

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ NoName: The Bank of New York, as Collateral Agent

Internal

Address: \_\_\_\_\_

Street Address: One Wall StreetCity: New YorkState: New YorkCountry: USA Zip: 10286

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other New York Banking Corporation 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)

See Schedule A attached hereto and made apart hereof

B. Trademark Registration No.(s)

See Schedule A attached hereto and made apart hereof

Additional sheet(s) attached? ☒ Yes ☐ No

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

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

Name: Andrew G. Croshaw, Esq.Internal Address: Bryan Cave LLPStreet Address: 1290 Avenue of the AmericasCity: New YorkState: New York Zip: 10286Phone Number: (212) 541-3003Fax Number: (212) 541-1377Email Address: agcroshaw@bryancave.com

## 6. Total number of applications and registrations involved:

8

## 7. Total fee (37 CFR 2.6(b)(6) &amp; 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 \_\_\_\_\_

09/08/2005 LIQUIDEX 00000000 76561397

b. Deposit Account Number 02-4467 To be charged only  
in the event of any deficiency in the fee presented hereby  
Authorized User Name Bryan Cave LLP

9. Signature: Sharon Elwin

Signature

Date

8/31/05

Name of Person Signing

Total number of pages including cover  
sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003218 FRAME: 0217

## SCHEDULE A

### HEALTH INK US TRADEMARK LIST

Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date	Current Owner	Status
US	For Your Well-Being	76-561,397	11/21/03	2,906,038	11/30/04	Health Ink L.L.C.	Registered
US	Benefits Management Briefs	76-499-,647	3/21/03	2,876,434	8/24/04	Health Ink L.L.C.	Registered
US	Growing Up Healthy	75-329,972	7/24/97	2,407,558	11/28/00	Health Ink L.L.C.	Registered
US	Healthy Now	74-695,663	6/29/95	2,026,103	12/24/96	Health Ink L.L.C.	Registered
US	Starting Out Healthy	74-501,510	3/18/94	1,922,917	9/26/95	Health Ink L.L.C.	Registered
US	Best of Health	74-429,701	8/30/93	1,841,833	6/28/94	Health Ink L.L.C.	Renewed
US	Health & You	74-315,659	9/21/92	1,770,040	5/11/93	Health Ink L.L.C.	Renewed
US	Healthfactor Stylized Letters	74-313,722	9/14/92	1,772,971	5/25/93	Health Ink L.L.C.	Renewed

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 29, 2005, by MEDIMEDIA USA, INC. and the Pledgors identified on the signature pages hereto (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of THE BANK OF NEW YORK, 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 (as amended, amended and restated, supplemented or otherwise modified from time to time, 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, 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.

SECTION 4. Termination. Upon the release of any Trademarks from the security interest granted under the Security Agreement or the 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 relevant Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this P Trademark Security Agreement and any amendments, waivers, consents or supplements hereto by telecopier shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[signature page follows]

MEDIMEDIA USA TRADEMARK SECURITY AGREEMENT

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,


MEDIMEDIA USA, INC.

By:   
Name:  
Title:

MANAGED CARE STRATEGIC  
SOLUTIONS, L.L.C.

By:   
Name:  
Title:

THE CHATHAM INSTITUTE, L.L.C.

By:   
Name:  
Title:

CUSTOMER RELATIONSHIP  
XCHANGE, L.L.C.

By:   
Name:  
Title:

THE STAYWELL COMPANY

By: \_\_\_\_\_  
Name:  
Title:

MEDIMEDIA USA TRADEMARK SECURITY AGREEMENT

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,

MEDIMEDIA USA, INC.

By: \_\_\_\_\_  
Name:  
Title:

MANAGED CARE STRATEGIC  
SOLUTIONS, L.L.C.

By: \_\_\_\_\_  
Name:  
Title:

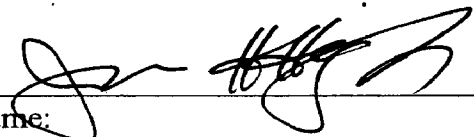
THE CHATHAM INSTITUTE, L.L.C.

By: \_\_\_\_\_  
Name:  
Title:

CUSTOMER RELATIONSHIP  
XCHANGE, L.L.C.

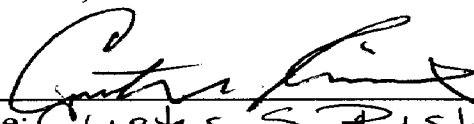
By: \_\_\_\_\_  
Name:  
Title:

THE STAYWELL COMPANY

By:  \_\_\_\_\_  
Name:  
Title:

MEDIMEDIA USA TRADEMARK SECURITY AGREEMENT

FASTMARK, INC.

By:   
Name: Curtis S. Risley  
Title: Secretary

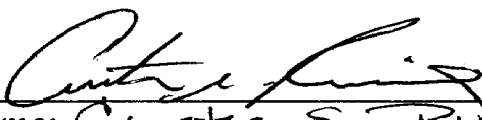
THREE V HEALTH, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HEALTH INK, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

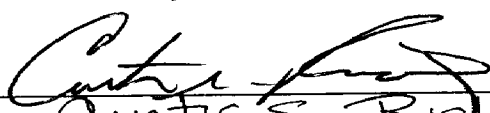
HEALTH NEWSLETTERS DIRECT, LLC

By:   
Name: Curtis S. Risley  
Title: VP

MEDIMEDIA SERVICES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATMEDICA USA, LLC

By:   
Name: Curtis S. Risley  
Title: VP

MEDIMEDIA USA TRADEMARK SECURITY AGREEMENT

FASTMARK, INC.

By: \_\_\_\_\_

Name:

Title:

THREE V HEALTH, INC.

By:  \_\_\_\_\_

Name:

Title:

HEALTH INK, L.L.C.

By:  \_\_\_\_\_

Name:

Title:

HEALTH NEWSLETTERS DIRECT, LLC

By: \_\_\_\_\_

Name:

Title:

MEDIMEDIA SERVICES, INC.

By: \_\_\_\_\_

Name:

Title:

ATMEDICA USA, LLC

By: \_\_\_\_\_

Name:

Title:



MEDIMEDIA USA TRADEMARK SECURITY AGREEMENT

FASTMARK, INC.

By: \_\_\_\_\_

Name:

Title:

THREE V HEALTH, INC.

By: \_\_\_\_\_

Name:

Title:

HEALTH INK, L.L.C.

By: \_\_\_\_\_

Name:

Title:

HEALTH NEWSLETTERS DIRECT, LLC

By: \_\_\_\_\_

Name:

Title:

MEDIMEDIA SERVICES, INC.

By: \_\_\_\_\_ 

Name:

Title:

ATMEDICA USA, LLC

By: \_\_\_\_\_

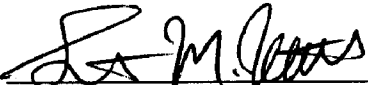
Name:

Title:

MEDIMEDIA USA TRADEMARK SECURITY AGREEMENT

Accepted and Agreed:

THE BANK OF NEW YORK,  
as Collateral Agent

By:   
Name: Stephen M. Nettler  
Title: Vice President