

09-09-2005

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Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



103077162

9-1-05

REGISTRATION FOR
TRADEMARK

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 Newsletters Direct, LLC

- 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 No

Name: The Bank of New York, as Collateral Agent

Internal _____

Address: _____

Street Address: One Wall Street

City: New York

State: New York

Country: 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 a part 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 & address of party to whom correspondence concerning document should be mailed:

Name: Andrew G. Croshaw, Esq.

Internal Address: Bryan Cave LLP

Street Address: 1290 Avenue of the Americas

City: New York

State: New York Zip: 10286

Phone Number: (212) 541-3003

Fax Number: (212) 541-1377

Email Address: agcroshaw@bryancave.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$440.00

- 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 00000006 70432541
- b. Deposit Account Number 02-4467 To be charged only in the event of non-response in the fee presented here 400.00
Authorized User Name Bryan Cave LLP

9. Signature:

Sharon Elwin

Signature

8/31/05

Date

Sharon Elwin

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

SCHEDULE A**HEALTH NEWSLETTERS DIRECT US TRADEMARK LIST**

Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date	Current Owner	Status
US	Healthclicks Block Letters	78-432,541	6/9/04			Health Newsletters Direct, LLC	Pending
US	Regarding Health Outbound	76-371,356	2/15/02	2,766,276	9/23/03	Health Newsletters Direct, LLC	Registered
US	Healthy Decisions	76-370,841	2/13/02	2,662,938	12/17/02	Health Newsletters Direct, LLC	Registered
US	Health Newsletters Direct and Design	76-168,381	11/20/00	2,636,752	10/15/02	Health Newsletters Direct, LLC	Registered
US	Health Briefs	75-889,989	12/22/99	2,596,207	7/16/02	Health Newsletters Direct, LLC	Registered
US	About Your Health	75-878,597	12/22/99	2,595,108	7/16/02	Health Newsletters Direct, LLC	Registered
US	Women's Focus On Health	75-878,594	12/22/99	2,863,019	7/13/04	Health Newsletters Direct, LLC	Registered
US*	Webversion Companion	75-606,669	12/16/98	2,532,518	1/22/02	Health Newsletters Direct, LLC	Registered
US	Regarding Women & Healthcare	75-594,084	11/23/98	2,363,966	7/4/00	Health Newsletters Direct, LLC	Registered
US	Health On Target	75-594,083	11/23/98	2,323,645	2/29/00	Health Newsletters Direct, LLC	Registered
US	Regarding Children	75-594,081	11/23/98	2,299,105	12/7/99	Health Newsletters Direct, LLC	Registered
US	Healthy Decisions For Women	75-594,080	11/23/98	2,281,819	9/28/99	Health Newsletters Direct, LLC	Registered
US	Make Health Happen	75-594,079	11/23/98	2,497,456	10/16/01	Health Newsletters Direct, LLC	Registered
US	Tracking Made Simple	75-584,109	11/6/98	2,470,146	7/17/01	Health Newsletters Direct, LLC	Registered
US	Regarding Health	75-574,396	10/21/98	2,346,685	5/2/01	Health Newsletters Direct, LLC	Registered
US	Active & Healthy	75-201,551	11/21/96	2,171,885	7/7/98	Health Newsletters Direct, LLC	Registered
US	Healthy Decisions	74-241-984	1/31/92	1,953,891	2/6/96	Health Newsletters Direct, LLC	Registered

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:

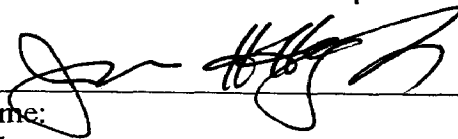
THE CHATHAM INSTITUTE, L.L.C.

By: _____
Name:
Title:

CUSTOMER RELATIONSHIP
XCHANGE, L.L.C.

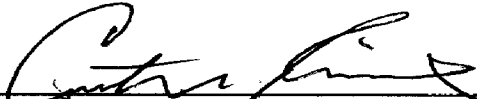
By: _____
Name:
Title:

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:

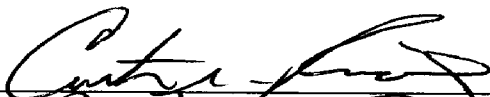
HEALTH NEWSLETTERS DIRECT, LLC

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:  _____

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Title:

HEALTH NEWSLETTERS DIRECT, LLC

By: _____
Name:
Title:

MEDIMEDIA SERVICES, INC.

By:  _____
Name:
Title:

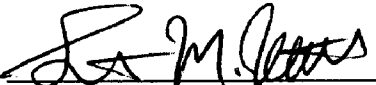
ATMEDICA USA, LLC

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