

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
On Target Media, LLC		01/05/2006	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	2325 Lakeview Parkway, Suite 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2380752	ON TARGET HEALTH SOLUTIONS
Registration Number:	1885221	ON TARGET MEDIA
Registration Number:	2127364	HEALTHY ADVICE
Registration Number:	2127363	HEALTHY ADVICE FOR YOU AND YOUR FAMILY
Registration Number:	2180344	PRESCRIPTION FOR CHANGE
Registration Number:	2146442	FOOTCARE EDUCATION CENTER
Registration Number:	2582927	ERN EXAM ROOM NETWORK
Registration Number:	2163880	PROTOCOL IN PERSON ON TARGET

CORRESPONDENCE DATA

Fax Number: (404)602-9050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-888-4284
 Email: lvirts@hunton.com
 Correspondent Name: Elizabeth A. Mullican

CH \$215.00 2380752

Address Line 1: Hunton & Williams LLP
Address Line 2: Suite 4100, 600 Peachtree Street, N.E.
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	64504.45
NAME OF SUBMITTER:	Elizabeth A. Mullican, Esq.
Signature:	/s/Elizabeth A. Mullican
Date:	01/09/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 5, 2006, is made by ON TARGET MEDIA, LLC, an Ohio limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, 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 the Credit Agreement and Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and for the ratable benefit of the 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.

ON TARGET MEDIA, LLC

By: [Signature]
Name: Michael R. Collette
Title: President & CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: Ellen D. Weaver
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Ohio)
COUNTY OF Hamilton) ss.

On this 21st day of December, 2005 before me personally appeared Michael R. Collette who executed the foregoing instrument on behalf of On Target Media, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was authorized by and signed on behalf of said company and that he acknowledged said instrument to be the free act and deed of said company.

[Signature: Terri A. Phillips]
Notary Public

{seal}

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Marks:

<u>Federal and State</u>	<u>Federal Reg. #</u>
On Target Health Solutions (and design)	2,380,752
On Target Media (and design)	1,885,221
Healthy Advice (and design)	2,127,364
Healthy Advice For You and Your Family (and design)	2,127,363
Prescription for Change (stylized)	2,180,344
Protocol in Person on target (and design)	2,163,880
Footcare Education Center	2,146,442
ERN/Exam Room Network	2,582,927

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.