

## 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
Dowden Health Media, Inc.	FORMERLY Dowden Health Corp.	03/16/2006	CORPORATION: NEW YORK
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: 1			
Property Type	Number	Word Mark	
Serial Number:	78741542	WOMEN'S HEALTH TODAY	
CORRESPONDENCE DATA			
Fax Number:	(404)602-9050		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-888-4284		
Email:	lvirts@hunton.com		
Correspondent Name:	John R. Schneider, Esq.		
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:	64504.39		
NAME OF SUBMITTER:	John R. Schneider, Esq.		
Signature:	/s/John R. Schneider		

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TRADEMARK  
REEL: 003310 FRAME: 0025

Date:

05/16/2006

**Total Attachments: 5**

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 16, 2006, is made by DOWDEN HEALTH MEDIA, INC. (f/k/a Dowden Health Corp.), a New York corporation ("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 March 31, 2005, by and among Grantor, the other Persons named therein as Borrowers and 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 made Loans to and incurred Letter of Credit Obligations for the benefit of Grantor and the other Borrowers;

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 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, 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
- (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 (ii) injury to the goodwill associated with any Trademark.

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.

DOWDEN HEALTH MEDIA, INC.

By: *Daniel J. Mills*

Name: Daniel J. Mills

Title: EXECUTIVE Vice President / CFO

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF New York

COUNTY OF New York

SS.

On this 17<sup>th</sup> day of April, 2006, before me personally appeared Daniel J. Mills, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dowden Health Media, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

**HELEN DAMALAS**  
Notary Public, State of New York  
No. 01DA6056172  
Qualified in Queens County  
Commission Expires March 19, 2007  
{seal}

*Helen Damalas*  
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

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

Name: Ellen D. Weaver

Title: Duly Authorized Signatory

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.

DOWDEN HEALTH MEDIA, INC.

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

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )


On this \_\_\_\_ day of March, 2006, 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 Dowden Health Media, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public

{seal}

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By:  \_\_\_\_\_  
Name: Ellen D. Weaver  
Title: Duly Authorized Signatory

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**(Dowden Health Media – Additional Marks)**

<u>Mark</u>	<u>Sr./Reg.</u>	<u>Status</u>
Women's Health Today	Application #78/741,542	Application Date October 27, 2005 Status Pending