

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cogenix, LLC		02/01/2007	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Lending Services Corporation		
<b>Street Address:</b>	1 CIT Drive		
<b>City:</b>	Livingston		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07039		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2971253	COGENIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-981-3300		
<b>Email:</b>	jchester@sidley.com		
<b>Correspondent Name:</b>	Julia M. Chester		
<b>Address Line 1:</b>	717 N. Harwood		
<b>Address Line 2:</b>	Suite 3400		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	18695-10530		
<b>NAME OF SUBMITTER:</b>	Julia M. Chester		
<b>Signature:</b>	/Julia M. Chester/		

**CH \$40.00 2971253**

Date:

02/02/2007

**Total Attachments: 4**

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**GRANT OF SECURITY INTEREST  
IN TRADEMARK INTELLECTUAL PROPERTY**

THIS GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Security Agreement") is made effective as of February 1, 2007, by and from COGENIX, LLC, a New Jersey limited liability company with a principal business address of 2840 Morris Avenue, New Jersey, 07083 ("Grantor"), to and in favor of CIT LENDING SERVICES CORPORATION, a Delaware corporation organized under the laws of the state of Delaware, with a principal business address of 1 CIT Drive, Livingston, NJ 07039 (the "Grantee").

WHEREAS, Grantor and Grantee have entered into that certain Loan Agreement as of February 2, 2007 (as the same may be amended, restated, supplemented, modified, renewed, refinanced, extended or otherwise modified from time to time (the "Loan Agreement")), by and among AHM Holdings I, Inc., a Delaware corporation (the "Borrower"), CIT Capital Securities, LLC, a Delaware limited liability company, the Lenders as defined therein (the "Lenders") and CIT Lending Services Corporation, a Delaware corporation, as agent (the "Agent") for the Lenders.

WHEREAS, the Grantor owns all right, title and interest in and to the intellectual property as provided in the Disclosure Schedules attached to the Loan Agreement, including, without limitation, the intellectual property which is attached hereto as Exhibit A (collectively "Intellectual Property").

WHEREAS, this Security Agreement has been granted in conjunction with the Loan Agreement, to secure obligations owed by Grantor to Grantee. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed that:

1) The Security Interest.

(a) This Grant is made to secure the satisfactory performance and payment of all the obligations of Grantor as defined in the Guaranty Agreement, dated as of February 2, 2007, made by and among the Borrower, each of the entities listed on the Schedule thereto and each entity which becomes a party thereto pursuant to Section 20 of such agreement, and the

Agent (the "Guaranty Agreement"). Upon the payment in full of all obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Intellectual Property acquired under this Security Agreement.

(b) The Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in and to the Intellectual Property as set forth in Exhibit A, now owned or from time to time after the date hereof, owned or acquired by the Grantor, which Schedule may be updated from time to time and recorded to reflect additional secured interests in after acquired property, together with all proceeds and products of the Intellectual Property, the goodwill associated with the Intellectual Property, all causes of action arising prior to or after the date hereof for infringement of any of the Intellectual Property, and all rights granted under the Loan Agreement and Guaranty and Pledge Agreements in relation to the Intellectual Property.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Grantor has executed this Grant of Security Interest effective as of the date first written above.

COGENIX, LLC

By: [Signature]

Name: Kevin McMurtry

Title: Chief Executive Officer

Date: 1/31/07

STATE OF New Jersey

Union COUNTY )

Kevin McMurtry (name), known to me to be the CEO (title) of CHM LLC, personally came before me this 1<sup>st</sup> day of February and acknowledged to me that he/she executed the foregoing Grant of Security Interest in Intellectual Property on behalf of Advanced Health Media and has authority thereunder and such authority is duly received.

(SEAL)

[Signature]  
Kurt D. Diender  
Attorney of Law, State of New Jersey  
Notary Public, State of \_\_\_\_\_

~~My Commission Expires: \_\_\_\_\_~~

EXHIBIT A

Trademark:	COGENIX
U.S. Registration No.	2,971,253
International Class:	035: Marketing services, namely, arranging promoting and conducting promotional tradeshow exhibitions for companies in the pharmaceutical and healthcare industries  041: Arranging, promoting and conducting educational trade show exhibitions for companies in the pharmaceutical and healthcare industries