Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: Trademark Security Agreement

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Chandler Chicco Agency, L.L.C.		07/06/2007	CORPORATION: NEW YORK

### **RECEIVING PARTY DATA**

Name:	UBS AG, Stamford Branch, as Collateral Agent	
Street Address:	677 Washington Boulevard	
City:	Stamford	
State/Country:	CONNECTICUT	
Postal Code:	06901	
Entity Type:	STAMFORD, CONNECTICUT BRANCH OF A SWISS FINANCIAL INSTITUTION:	

### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3130421	BRANDTECTONICS
Registration Number:	2974569	COMMUNIOLOGY
Registration Number:	3011817	DETERMINUS
Registration Number:	2967739	INSPIRED HEALTHCARE COMMUNICATIONS
Registration Number:	2353650	THE FREEDOM TO SEE. THE POWER TO DO.
Serial Number:	78960388	HEALTH360STRATEGIES
Serial Number:	76621063	NITION

# **CORRESPONDENCE DATA**

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8002210770

Email: matthew.mayer@thomson.com Correspondent Name: Corporation Service Company 1133 Avenue of the Americas Address Line 1:

Suite 3100 Address Line 2:

> **TRADEMARK REEL: 003580 FRAME: 0699**

900081797

Address Line 4: New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CSC # 998550	
NAME OF SUBMITTER:	Matthew Mayer	
Signature:	/Matthew Mayer/	
Date:	07/16/2007	
Total Attachments: 5 source=Chandler_UBS_TM7#page2.tif source=Chandler_UBS_TM7#page3.tif source=Chandler_UBS_TM7#page4.tif source=Chandler_UBS_TM7#page5.tif source=Chandler_UBS_TM7#page6.tif		

# **Trademark Security Agreement**

**Trademark Security Agreement**, dated as of July 6, 2007, by Chandler Chicco Agency, L.L.C. (the "<u>Pledgor</u>") in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "<u>Collateral Agent</u>").

## WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of October 5, 2005 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is 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 Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Trademark Collateral</u>. The 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 the Pledgor:

- (a) Trademarks of the 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. <u>Security Agreement</u>. 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 the Pledgor hereby acknowledges and affirms 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any

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party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

{NY015504;1}

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

CHANDLER CHICO AGENCY, L.L.C.

By:

Name: David Bassin

Title: Vice President and Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By:

Name:

Title:

Name:

Title:

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

CHANDLER CHICCO AGENCY, L.L.C.

By: Name: David Bassin

Title: Vice President and Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as Collateral Agent

By:

Name: Title: Mary E. Evans Associate Director Banking Products Services, US

Ву:

Name:

Irja R. Otsa Associate Director Banking Products Services. US

[Signature Page to CCA Trademark Security Agreement]

# **SCHEDULE I**

to

# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

OWNER	REGISTRATION NUMBER	TRADEMARK
Chandler Chicco Agency, L.L.C.	3,130,421	BRANDTECTONICS <sup>sm</sup>
Chandler Chicco Agency, L.L.C.	2,974,569	COMMUNIOLOGY <sup>sin</sup>
Chandler Chicco Agency, L.L.C.	3,011,817	DETERMINUS <sup>sm</sup>
Chandler Chicco Agency, L.L.C.	Application No.: 78/960,388	
		Health® Strategies
Chandler Chicco Agency, L.L.C.	2,967,739V	INSPIRED HEALTHCARE COMMUNICATIONS <sup>sm</sup>
Chandler Chicco Agency, L.L.C.	Application No. 76/621,063	NITION <sup>sin</sup>
Chandler Chicco Agency, L.L.C.	2,353,650	THE FREEDOM TO SEE. THE POWER TO DO. sm

 $\{NY015504;1\}$ 

**RECORDED: 07/16/2007**