

TRADEMARK ASSIGNMENT

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
NACCME, LLC		04/25/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3025068	FIRST REPORT
Registration Number:	2386524	FIRST REPORT
Serial Number:	77315019	CORE COALITION OF RHEUMATOLOGY EDUCATORS
Serial Number:	77334367	VACCINE ACADEMIC COUNCIL
Serial Number:	77392360	CF LEARNING CENTER

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-572-2533
 Email: jbalcita@kslaw.com
 Correspondent Name: King & Spalding LLP
 Address Line 1: Jeffrey P. Balcita
 Address Line 2: 1180 Peachtree Street
 Address Line 4: Atlanta, GEORGIA 30309

CH \$140.00 3025068

ATTORNEY DOCKET NUMBER:	09611.015003
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	05/08/2008
Total Attachments: 5 source=trademark security agreement - NACCME#page1.tif source=trademark security agreement - NACCME#page2.tif source=trademark security agreement - NACCME#page3.tif source=trademark security agreement - NACCME#page4.tif source=trademark security agreement - NACCME#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 25, 2008, by NACCME, LLC a Delaware 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 dated as of August 17, 2007, 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 further amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other borrowers party thereto; and

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

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 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

(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.

NACCME, LLC as Grantor

By: Patricia Levy
Name: PLEVY
Title: VP Education

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Pennsylvania
COUNTY OF Chester ss.

On this 5 day of MAY, 2008 before me personally appeared Patricia Levy, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NACCME LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Rosalind Norris
Notary Public

{seal}

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ROSALIND NORRIS, Notary Public
East Whiteland Twp., Chester County
My Commission Expires November 1, 2008

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARKS**

REGISTERED TRADEMARKS

Mark	Reg. No.	Jurisdiction	Registration date
First Report	3025068	U.S. Federal	9/12/2000
First Report	2386524	U.S. Federal	12/13/2005

PENDING TRADEMARKS

Mark	Application No.	Jurisdiction	Filing Date
Core Coalition of Rheumatology Educators (design)	77315019	U.S. Federal	10/26/2007
Vaccine Academic Council	77334367	U.S. Federal	11/20/2007
CF Learning Center	77392360	U.S. Federal	2/8/2008