

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Medizine, LLC		07/16/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GE Business Financial Services Inc. (f/k/a Merrill Lynch Business Financial Services Inc.)		
<b>Street Address:</b>	2325 Lakeview Parkway		
<b>Internal Address:</b>	c/o GE Commercial Finance - Media, Communications & Entertainment		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30004		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77358059	REMEDYDIRECT	
Serial Number:	77358076	REMEDYLIFE	
Serial Number:	77413491	WOMEN ON THE MOVE FOR HEALTH	
Registration Number:	1851436	WELLNESS LETTER	
Registration Number:	2544390	HEALTH AFTER 50	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)451-0299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	nptm@nixonpeabody.com		
<b>Correspondent Name:</b>	Susan M. Freedman, Nixon Peabody LLP		
<b>Address Line 1:</b>	401 9th Street, N.W.		
<b>Address Line 2:</b>	Suite 900		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		

CH \$140.00 77358059

ATTORNEY DOCKET NUMBER:	031538-22
NAME OF SUBMITTER:	Susan M. Freedman
Signature:	/Susan M. Freedman/
Date:	07/31/2008
Total Attachments: 5 source=Medizine-GE Business finance Services TM Security Agreement#page1.tif source=Medizine-GE Business finance Services TM Security Agreement#page2.tif source=Medizine-GE Business finance Services TM Security Agreement#page3.tif source=Medizine-GE Business finance Services TM Security Agreement#page4.tif source=Medizine-GE Business finance Services TM Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 16th day of July, 2008 by MEDIZINE, LLC, a Delaware limited liability company ("Grantor") in favor of GE BUSINESS FINANCIAL SERVICES INC. (f/k/a Merrill Lynch Business Financial Services Inc. (whether acting on its own behalf or through its Merrill Lynch Capital division)), in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor, the financial institutions or other entities from time to time party thereto, each as a Lender and Grantee are parties to a certain Credit Agreement dated as of June 19, 2007 (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of June 19, 2007, among Grantor, Medizine Holdings, LLC and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill

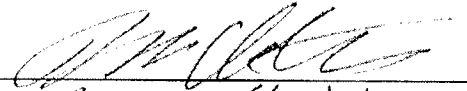
of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**MEDIZINE, LLC, as Grantor**

By:   
Name: *Robert M. Christopher*  
Title: *CEO*

Agreed and Accepted  
As of the Date First Written Above:

**GE BUSINESS FINANCIAL SERVICES INC.**  
(f/k/a Merrill Lynch Business Financial Services Inc.  
(whether acting on its own behalf or through  
its Merrill Lynch Capital division)),  
as Administrative Agent

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

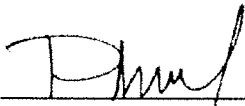
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**MEDIZINE, LLC**, as Grantor


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

Agreed and Accepted  
As of the Date First Written Above:

**GE BUSINESS FINANCIAL SERVICES INC.**  
(f/k/a Merrill Lynch Business Financial Services Inc.  
(whether acting on its own behalf or through  
its Merrill Lynch Capital division)),  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Philip S. Cox  
Title: Duly Authorized Signator

**SCHEDULE 1**  
**TRADEMARKS**

Trademark	Serial Reg. No.	Filing/Reg. Date	Goods/services	Int'l Class	Status/notes	Attorney of Record
REMEDYDIRECT	77/358,059	December 21, 2007	Providing advertising, marketing and promotional services for the pharmaceutical and medical industry	035	Response to Office Action due October 2, 2007	Tenley I. Beals Edwards Angell Palmer & Dodge Boston, MA 02110
REMEDYLIFE	77/358,076	December 21, 2007	Providing online health information and online exchanges for health promotions, health surveys and health polls	036	Application Approved for Publication. Registration to issue in due course	Tenley I. Beals Edwards Angell Palmer & Dodge Boston, MA 02110
WOMEN ON THE MOVE FOR HEALTH (Stylized) 	77/413,491	March 5, 2008	Business Marketing services Providing information in the fields of health, nutrition and wellness DOFU: 5/2000	035 044	Response to Office Action due October 2, 2007	Tenley I. Beals Edwards Angell Palmer & Dodge Boston, MA 02110
Wellness Letter	1,851,436	August 30, 1994	Newsletter containing health and wellness information to consumers	016	Renewal 8/30/2014	Michael Grow Arent Fox LLP 1050 Connecticut Ave, NW Washington DC 20036
Health After 50	2,544,390	March 5, 2002	Newsletter containing health and wellness information to consumers	016	Renewal 3/15/2012	Michael Grow Arent Fox LLP 1050 Connecticut Ave, NW Washington DC 20036