

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 KNOWN AS Dowden Health Corp.	03/31/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2325 Lakeview Parkway, Suite 700		
Internal Address:	Attention: Lebhar-Friedman Account Manager		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77147522	ECROSSINGS MEDIA	
Serial Number:	77147523	ECROSSINGS MEDIA	
CORRESPONDENCE DATA			
Fax Number:	(404)888-4190		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(404) 888-4000		
Email:	rcherry@hunton.com		
Correspondent Name:	Rose Cherry, Senior Paralegal		
Address Line 1:	Hunton & Williams LLP		
Address Line 2:	600 Peachtree Street, NE, Suite 4100		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	GECC/LEBHAR - 64504.39		
NAME OF SUBMITTER:	Elizabeth A. Mullican, Esq.		

CH \$65.00 77147522

900130571

TRADEMARK
REEL: 003961 FRAME: 0779

Signature:

/s/ Elizabeth A. Mullican, Esq.

Date:

03/31/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2009, 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.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Trademark Security Agreement.

[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

Executive Vice President

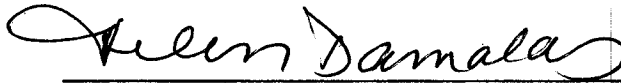
ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)

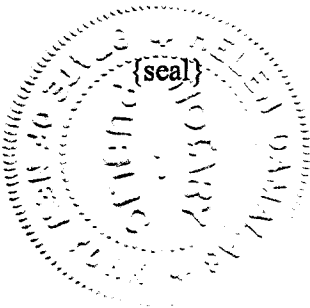
) ss.

COUNTY OF NEW YORK)

On this 30th day of March, 2009, 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.



Notary Public



[Signature Page Follows]

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>
ECROSSINGS MEDIA	Serial Number: #77/147,522	Filing Date: April 3, 2007 Status Pending
ECROSSINGS MEDIA	Serial Number: #77/147,523	Filing Date: April 3, 2007 Status Pending