

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
M/C Communications, LLC		06/22/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB, as Administrative Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3343110	PRI-MED PATIENT EDUCATION CENTER	
Registration Number:	3343111	PRI-MED PATIENT EDUCATION CENTER	
Serial Number:	77739409	PRI-MED	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	053114/1043		

OP \$90.00 3343110

900136805

**TRADEMARK
 REEL: 004008 FRAME: 0817**

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	06/22/2009
Total Attachments: 7 source=MCComTMSI609#page1.tif source=MCComTMSI609#page2.tif source=MCComTMSI609#page3.tif source=MCComTMSI609#page4.tif source=MCComTMSI609#page5.tif source=MCComTMSI609#page6.tif source=MCComTMSI609#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of June 22, 2009 is made by M|C Communications, LLC, a Delaware limited liability company (the “Obligor”), in favor of Wilmington Trust FSB, a federal savings bank with an office at 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402 as administrative agent (the “Administrative Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Amended and Restated Credit Agreement, dated as of June 22, 2009 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among M|C Acquisition Corp., M|C Holding Corp., M|C Intermediate, LLC (the “Borrower”), the Lenders, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to restructure the Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Obligor has executed and delivered the Amended and Restated Guarantee and Collateral Agreement, dated as of June 22, 2009, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor has pledged and granted to the Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to restructure the Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) and the related good will (collectively, the "Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

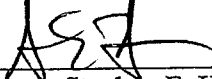
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

M|C COMMUNICATIONS, LLC

By: 
Name: Stephen E. Henkenmeier
Title: Authorized Officer
Date:

WILMINGTON TRUST FSB
as Administrative Agent

By: _____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

M|C COMMUNICATIONS, LLC

By: _____
Name:
Title:
Date:

WILMINGTON TRUST FSB
as Administrative Agent

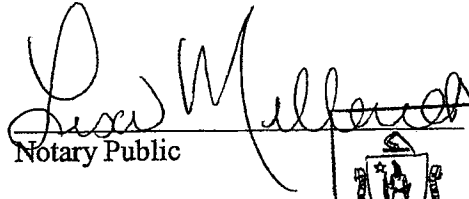
By: _____
Name: **Jeffery Rose**
Title: **Vice President**
Date: **June 19, 2009**


Signature Page to Grant of Security Interest in Trademark Rights

ACKNOWLEDGMENT OF BORROWER

STATE OF MASS)
COUNTY OF SUFFOLK) ss

On the 18th day of June, 2009, before me personally came STEPHEN HENKEMEIER, who is personally known to me to be the AUTHORIZED OFFICER of M|C Communications, LLC, a limited liability company; who, being duly sworn, did depose and say that she/he is the AUTHORIZED OFFICER in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.


Notary Public

	LISA MILLERICK Notary Public Commonwealth of Massachusetts My Commission Expires December 24, 2015
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(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

Trademark Registrations and Trademark Applications

Owner	Registration/Application Number	Location	Trademark
M C Communications, LLC	3343110	US	PRI-MED EDUCATION CENTER
M C Communications, LLC	3343111	US	PRI-MED PATIENT EDUCATION CENTER (logo)
M C Communications, LLC	77739409	US	PRI-MED (logo)
M C Communications, LLC	8345902	European Union	PRI-MED & DEVICE (logo)