

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
NACCME, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE

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: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3655493	CF LEARNING CENTER
Registration Number:	3659611	CONSORTIUM OF AIDS RESEARCHERS AND EDUCATORS
Registration Number:	3653101	CORE COALITION OF RHEUMATOLOGY EDUCATORS
Registration Number:	3025068	FIRST REPORT
Registration Number:	2386524	FIRST REPORT
Registration Number:	3505168	NACCME
Registration Number:	3505169	NACCME
Registration Number:	3140660	NORTH AMERICAN CENTER FOR CONTINUING MEDICAL EDUCATION
Serial Number:	77883988	ARRHYTHMIA MANAGEMENT CONGRESS
Serial Number:	77556921	N NACCME NORTH AMERICAN CENTER FOR CONTINUING MEDICAL EDUCATION
Serial Number:	77889537	PHARMACY LEARNING NETWORK

CH \$315.00 3655493

900153482

**TRADEMARK
 REEL: 004140 FRAME: 0946**

Serial Number: 77889555 PLN

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

ATTORNEY DOCKET NUMBER: 09636.015027

NAME OF SUBMITTER: Jeffrey P. Balcita

Signature: /Jeffrey P. Balcita/

Date: 01/29/2010

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2010, 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, as amended by that certain First Amendment and Joinder to Credit Agreement, dated as of April 25, 2008, (as amended thereby, including all annexes, exhibits or schedules thereto, and 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: Rosemary Hodgson
Name: Rosemary Hodgson
Title: President, Communications

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF New Jersey
COUNTY OF Monmouth)
ss.

On this 29th day of January, 2010 before me personally appeared Rosemary Hodgson proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NACCME, 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.

Kendra L. Geiger
Notary Public

{seal}

KENDRA L GEIGER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 14, 2014

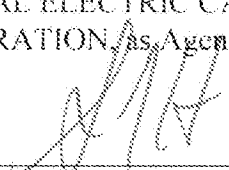
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NACCME, LLC as Grantor

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:  _____
Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR


STATE OF _____)
) ss.
COUNTY OF _____)

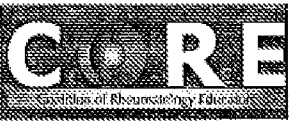

On this _____ day of _____, 2010 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability 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.


Notary Public

{seal}

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARKS**

<u>MARK</u>	<u>FILING DATE ; APPLIC. NO. OR REG. DATE ; REG. NO.</u>	<u>CLASS; GOODS / SERVICES</u>	<u>STATUS</u>
"ARRHYTHMIA MANAGEMENT CONGRESS"	12/02/2009; 77883,988	Class 41: Educational services, namely, conducting and organizing classes, seminars, conferences and workshops in the fields of healthcare and medicine, as well as the distribution of course materials in connection therewith	- Pending -- Status: Newly Filed Application; Not Yet Examined
"CF LEARNING CENTER" [and Design] 	07/14/2009; 3,655,493	Class 16: Newsletters and medical journals in the field of continuing education for healthcare professionals; and Class 41: Educational services, namely, providing continuing medical education courses for healthcare professionals in the nature of web-based courses, and the distribution of printed course	- Registered -- Declar. Under §§ 8 & 15 Due by 07/14/2015 -- Renewal Due by 07/14/2019

MARK	FILING DATE ; APPLIC. NO. OR REG. DATE ; REG. NO.	CLASS; GOODS / SERVICES	STATUS
		materials in connection therewith	
"CONSORTIUM OF AIDS RESEARCHERS AND EDUCATORS"	07/21/2009; 3,639,611	Class 41: Educational services, namely, conducting and organizing classes, seminars, conferences and workshops in the fields of healthcare and medicine, as well as the distribution of course materials in connection therewith	-- Registered -- Declar. Under §§ 8 & 15 Due by 07/21/2015 -- Renewal Due by 07/21/2019
"CORE COALITION OF RHEUMATOLOGY EDUCATORS" [and Design] 	07/14/2009; 3,653,101	Class 16: Newsletters on the topic of rheumatology and related disorders; and Class 41: Education services for healthcare professionals, namely, seminars, lectures, classes, web casts, teleconferences and workshops, on the topic of rheumatology and related disorders	-- Registered -- Declar. Under §§ 8 & 15 Due by 07/14/2015 -- Renewal Due by 07/14/2019
"FIRST REPORT"	12/13/2005; 3,025,068	Class 16: Newsletters pertaining to medical conferences	-- Registered -- Declar. Under §§ 8 & 15 Due by 12/13/2011 -- Renewal Due by 12/13/2015
"FIRST REPORT"	09/12/2000; 2,386,524	Class 16: Printed publications, namely a medical newsletter	-- Registered -- Renewal Due by 09/12/2010
"NACCME"	09/23/2008; 3,505,168	Class 41: Educational services, namely, conducting and organizing classes, seminars, conferences and workshops in the fields of healthcare and medicine, as well as the distribution of course materials in connection therewith	-- Registered -- Declar. Under §§ 8 & 15 Due by 09/23/2014 -- Renewal Due by 09/23/2018
"NACCME" [Stylized] 	09/23/2008; 3,505,169	Class 41: Educational services, namely, conducting and organizing classes, seminars, conferences and workshops in the fields of healthcare and medicine, as well as the distribution of course materials in connection therewith	-- Registered -- Declar. Under §§ 8 & 15 Due by 09/23/2014 -- Renewal Due by 09/23/2018

MARK	FILING DATE ; APPLIC. NO. OR REG. DATE ; REG. NO.	CLASS; GOODS / SERVICES	STATUS
"N NACCME NORTH AMERICAN CENTER FOR CONTINUING MEDICAL EDUCATION" [sm] Design 	08/27/2008; 77/556,921	Class 41: Educational services, namely, conducting and organizing classes, seminars, conferences and workshops in the fields of healthcare and medicine, as well as the distribution of course materials in connection therewith	-- Pending -- Status: Publication Scheduled for 01/05/2010
"NORTH AMERICAN CENTER FOR CONTINUING MEDICAL EDUCATION"	09/05/2006; 3,140,660	Class 41: Educational forum to examine health care issues, technologies and therapies designed for the advancement of science medicine featuring conferences, symposiums, workshops, hands-on-training sessions, educational presentations via webcasts and distributing course materials in connections therewith	-- Registered -- Declar. Under §§ 8 & 15 Due by 09/05/2012 -- Renewal Due by 09/05/2016
"PHARMACY LEARNING NETWORK"	12/09/2009; 77/889,537	Class 41: Educational services, namely, conducting and organizing classes, seminars, conferences and workshops in the fields of healthcare and medicine, as well as the distribution of course materials in connection therewith	-- Pending -- Status: Newly Filed Application; Not Yet Examined
"PLN"	12/09/2009; 77/889,555	Class 41: Educational services, namely, conducting and organizing classes, seminars, conferences and workshops in the fields of healthcare and medicine, as well as the distribution of course materials in connection therewith	-- Pending -- Status: Newly Filed Application; Not Yet Examined