

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Toronto Dominion (Texas) LLC		10/24/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3097807	POWER-PAK C.E.	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5134		
Email:	jhannon@kslaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	James M. Hannon		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09637.233025		
NAME OF SUBMITTER:	James M. Hannon		
Signature:	/James M. Hannon/		

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**TRADEMARK
 REEL: 004657 FRAME: 0202**

Date:

11/08/2011

Total Attachments: 5

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT, dated as of October 24, 2011 (hereinafter, this "Assignment"), by TORONTO DOMINION (TEXAS) LLC, a Delaware limited liability company, as resigning administrative agent (the "Assignor") to GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as successor administrative agent (the "Assignee").

WHEREAS, in connection with that certain Amended and Restated Credit Agreement among Jobson Medical Information LLC, a Delaware limited liability company ("JMI"), Amato Communications - Healthcare, Inc., a Delaware corporation ("Amato"), DesignWrite, LLC, a Delaware limited liability company ("Design"), Frames Data Inc., a California corporation ("Frames"), Medical Education Consultants, LLC, a Delaware limited liability company ("MEC"), PharmaWrite, LLC, a Delaware limited liability company ("Pharma"), Post-Graduate Institute for Medicine, Inc., a Colorado corporation ("PGIM"), and Jobson Healthcare Information LLC, a Delaware limited liability company ("JHI"; together with JMI, Amato, Design, Frames, MEC, Pharma, and PGIM, collectively, the "Borrowers"), and Jobson Medical Information Holdings LLC, a Delaware limited liability company (the "Parent"), the lenders from time to time party thereto (the "Lenders"), and Assignor, as administrative agent, dated as of May 15, 2009, as amended by that certain First Amendment and Waiver Agreement dated as of April 29, 2011, as further amended by that certain Second Amendment and Waiver Agreement dated as of May 26, 2011 and as further amended by that certain Third Amendment and Consent Agreement (the "Third Amendment") dated as of September 30, 2011 (as so amended, and as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), Assignor, as administrative agent for the Lenders, acquired a first lien security interest in the Trademark Collateral, as such term and such security interest are described in that certain Trademark Security Agreement, dated as of May 15, 2009, between Postgraduate Healthcare Education, LLC, a Delaware limited liability company, and Assignor (the "Trademark Security Agreement"), including, without limitation, those trademarks and trademark applications listed on Schedule A attached hereto;

WHEREAS, Assignor is desirous of assigning all of its rights, powers and privileges as agent under the Credit Agreement and the Trademark Security Agreement to Assignee and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor by these presents does assign and transfer unto the Assignee, and Assignee hereby irrevocably and unconditionally accepts, all of Assignor's rights, powers and privileges under the Trademark Security Agreement, including the full, exclusive and entire right, title, and interest of Assignor in the Trademark Collateral.

1. Further Assurances. Assignor hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect transactions contemplated hereby.

2. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized signatory on the date first set forth above.

TORONTO DOMINION (TEXAS) LLC,
as Assignor

By: 
Name: **BEBI YASIN**
Title: **AUTHORIZED SIGNATORY**

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004657 FRAME: 0206

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Assignee

By: 

Name: Thomas Costello
Title: Duly Authorized Signatory

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004657 FRAME: 0207

SCHEDULE A
to
ASSIGNMENT OF TRADEMARK
SECURITY AGREEMENT

TRADEMARKS

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
United States	POWER-PAK, C.E.	3,097,807	05/30/06