

RECORDATION FORM
TRADEMARK

06-25-1999

DEPARTMENT OF COMMERCE
Patent and Trademark Office



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Copy thereof.

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please

62-12-99

1. Name of conveying party(ies):

Healthway Communications International, Inc.
(See Attachment for Additional Pledgors)

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Amended and Restated Trademark Security Agreement

Execution Date: April 15, 1999

2. Name and address of receiving party(ies)

Name: Union Bank of California, N.A.

Internal Address: _____

Street Address: 445 S. Figueroa Street

City: Los Angeles State: CA ZIP: 90071

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/210,347
75/213,158
75/539,563

B. Trademark Registration No.(s)

1,692,020
1,787,102
1,769,012

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jill Pietrini

Internal Address: Manatt, Phelps & Phillips, LLP

11355 W. Olympic Blvd.

Los Angeles, CA 90064

Street Address: 11355 W. Olympic Blvd.

City: Los Angeles State: CA ZIP: 90064

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

DA 131 241

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jill Pietrini

Name of Person Signing

Jill Pietrini
Signature

June 17 1999

Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Attachment to Coversheet

Additional Pledgors

Hastings Healthcare Group, Inc. (a Delaware Corporation)

Orbis Broadcast Group, Inc. (a Delaware Corporation)

Carnes Communications, Inc. (a Pennsylvania Corporation)

Cortex Communications, Inc. (a Delaware Corporation)

Healthway Interactive Holding, Inc. (a Delaware Corporation)

Healthway Strategies, Inc. (a Delaware Corporation)

Healthway Online, Inc. (a Delaware Corporation)

Physician's Weekly, Inc. (a Delaware Corporation)

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, HEALTHWAY COMMUNICATIONS INTERNATIONAL, INC., HASTINGS HEALTHCARE GROUP, INC., ORBIS BROADCAST GROUP, INC., CARNES COMMUNICATIONS, INC., CORTEX COMMUNICATIONS, INC., HEALTHWAY INTERACTIVE HOLDING, INC., HEALTHWAY STRATEGIES, INC., HEALTHWAY ONLINE, INC., PHYSICIAN'S WEEKLY, INC. (each "Pledgor"), now owns or holds and may hereafter acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, HEALTHWAY COMMUNICATIONS INTERNATIONAL, INC. has entered into that certain Amended and Restated Loan and Security Agreement entered into as of January 5, 1999 and amended and restated as of April 15, 1999 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") with UNION BANK OF CALIFORNIA, N.A. as Agent for the Lenders ("Agent") and the financial institutions parties thereto from time to time, as Lenders (any capitalized term used herein without definition herein shall have the meaning ascribed to it in the Loan Agreement);

WHEREAS, in connection with the Loan Agreement, Pledgor has granted to Agent a security interest in certain personal property of Pledgor including, without limitation, all right, title and interest of Pledgor in, to and under all of Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (such term being used herein as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor does, as security for the Obligations, hereby grant to Agent a continuing security interest in all of Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;
- (b) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (c) all products and proceeds of, and income of any kind from, any of the foregoing, including, without limitation, any claim by Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Pledgor agrees to deliver updated copies of Schedule A and Schedule B to Agent at the end of any quarter in which Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute

and deliver, or have duly and promptly executed and delivered, at the cost and expense of Pledgor and Borrower, such further instruments or documents (in form and substance satisfactory to Agent), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of Agent, to carry out the provisions and purposes of Section 4 of the Loan Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the Liens of Agent under the Loan Agreement, this Trademark Security Agreement and the other Loan Documents, in the Trademark Collateral or any portion thereof.

Pledgor agrees that if any Person shall do or perform any acts which Agent reasonably believes constitute an infringement of any Trademark, or violate or infringe any right of Pledgor or Agent therein or if any Person shall do or perform any acts which Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, Agent may and shall have the right, while an Event of Default is continuing, to take such steps and institute such suits or proceedings as Agent may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Agent may take such steps or institute such suits or proceedings in its own name or in the name of Pledgor or in the names of the parties jointly. Agent hereby agrees to give Pledgor notice of any steps taken, or any suits or proceedings instituted, by Agent pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement. Pledgor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are subject to, and more fully set forth in, the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all of the Obligations under the Loan Agreement shall have been indefeasibly repaid in full and all Commitments shall have terminated, Agent shall execute and deliver to Pledgor, at Borrower's or Pledgor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of Agent in the Trademark Collateral, subject to any disposition thereof which may have been made by Agent pursuant to the terms hereof or of the Loan Agreement.

Agent agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur an Event of Default and Agent gives written notice to Pledgor of its intention to enforce its rights against any of the Trademark Collateral.

So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Loan Agreement and the other Loan Documents to which it is a party, Pledgor may use, license and exploit the Trademark Collateral in any lawful manner.

[remainder of page intentionally left blank; signature page follows]

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, Pledgor has caused this Amended and Restated Trademark Security Agreement to be duly executed as of April 15, 1999, by its officer thereunto duly authorized.

Healthway Communications
International, Inc.,
a Delaware corporation
("Pledgor")

By: Melissa K. LeTendre
Printed Name: Melissa K. LeTendre
Title: Vice President & Secretary

Hastings Healthcare Group, Inc.,
a Delaware corporation
("Pledgor")

By: Melissa K. LeTendre
Printed Name: Melissa K. LeTendre
Title: Vice President & Secretary

Orbis Broadcast Group, Inc.,
a Delaware corporation
("Pledgor")

By: Melissa K. LeTendre
Printed Name: Melissa K. LeTendre
Title: Vice President & Secretary

Carnes Communications, Inc.,
a Pennsylvania corporation
("Pledgor")

By: Melissa K. LeTendre
Printed Name: Melissa K. LeTendre
Title: Vice President & Secretary

Cortex Communications, Inc.,
a Delaware Corporation
("Pledgor")

By: Melissa K. LeTendre
Printed Name: Melissa K. LeTendre
Title: Secretary

Healthway Interactive Holding, Inc.,
a Delaware corporation
("Pledgor")

By: Melissa K. LeTendre
Printed Name: Melissa K. LeTendre
Title: Vice President & Secretary

Healthway Strategies, Inc.,
a Delaware corporation
("Pledgor")

By: Melissa K. LeTendre
Printed Name: Melissa K. LeTendre
Title: Vice President & Treasurer

Healthway Online, Inc.,
a Delaware corporation
("Pledgor")

By: Melissa K. LeTendre
Printed Name: Melissa K. LeTendre
Title: Vice President

Physician's Weekly, Inc.
a Delaware corporation
("Obligor")

By: Melissa K. LeTendre
Printed Name: Melissa K. LeTendre
Title: Secretary

TRADEMARKS

TRADEMARKS

Healthway Interactive™ Application Serial No. 75/210,347, filed Dec. 9, 1996

Information Healthway™ Application Serial No. 75/213,158, filed Dec. 13, 1996
*(Application has been allowed; however and extension for submitting a Statement of Use has
been filed.)*

Orbis News, Inc. Registration No. 1,692,020

Orbis Medical News Registration No. 1,787,102

Healthanswers Registration No. 1,769,012

Healthway Access Application Serial No. 75/539,563 filed Aug. 20, 1998
Applicant: Healthway Interactive, Inc.

TRADEMARK LICENSES

TRADEMARK LICENSES

None

STATE OF Texas)
COUNTY OF Travis) ss.:

On the 14th day of April, in the year 1999, before me personally came Melissa Zetende to me known, who, being by me sworn, did say that s/he is an Authorized Signatory of each entity above which entity is described in, and which entity executed, the above instrument, and that he signed his name by order of the Board of Directors of each entity above.

Amy Devenport
Notary Public

