

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
Alert Marketing, Inc.		05/15/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Toronto Dominion (Texas) LLC		
Street Address:	c/o Toronto Dominion Bank, 77 King Street West		
Internal Address:	18th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2207281	D.E./ALERT	
Registration Number:	1357118	DENT/ALERT	
Registration Number:	3079787	E-PHARM/ALERT	
Registration Number:	2207282	HOSPITAL PHARM/ALERT	
Registration Number:	1357120	M.D./ALERT	
Registration Number:	2338778	M.D./ALERT CARDIOTHERAPY	
Registration Number:	2207280	MANAGED CARE/ALERT	
Registration Number:	2207283	N.P./ALERT	
Registration Number:	2207284	NURSE/ALERT	
Registration Number:	1357119	OPT/ALERT	
Registration Number:	2207273	P.A./ALERT	
Registration Number:	3076753	PHARM/ALERT	
Serial Number:	77698500	L.T.C./ALERT	

OP \$340.00 2207281

CORRESPONDENCE DATA

Fax Number: (404)581-8330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-581-8275
Email: srbrown@jonesday.com
Correspondent Name: Sidney R. Brown
Address Line 1: 1420 Peachtree Street, N.E.
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309-3053

ATTORNEY DOCKET NUMBER:	927269-605001
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Sidney R. Brown
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Signature:	/Sidney R. Brown/
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Date:	05/19/2009
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 15, 2009 (this "Agreement"), is made by ALERT MARKETING, INC., a California corporation (the "Grantor"), in favor of TORONTO DOMINION (TEXAS) LLC, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of May 15, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Parent, the Borrowers, the Lenders party thereto, and Toronto Dominion (Texas) LLC, as Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Amended and Restated Pledge and Security Agreement, dated as of May 15, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing Security Interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing Security Interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith,

whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the Security Interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The Security Interest granted hereby has been granted as a supplement to, and not in limitation of, the Security Interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the Security Interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Security

Interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

ALERT MARKETING, INC., a California corporation

By: Max von Zuben
Name: Max von Zuben
Title: Vice President

TORONTO DOMINION (TEXAS) LLC,
as Administrative Agent

By: 
Name: JAN MURRAY
Title: AUTHORIZED SIGNATORY

**SCHEDULE I
to Trademark Security Agreement**

Item A. Trademarks

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
United States	D.E./ALERT	2,207,281	12/01/98
United States	DENT/ALERT	1,357,118	08/27/85
United States	E-PHARM ALERT	3,079,787	04/11/06
United States	HOSPITAL PHARM/ALERT	2,207,282	12/01/98
United States	M.D./ALERT	1,357,120	08/27/85
United States	M.D./ALERT CARDIOTHERAPY	2,338,778	01/04/00
United States	MANAGED CARE/ALERT	2,207,280	12/01/98
United States	N.P./ALERT	2,207,283	12/01/98
United States	NURSE/ALERT	2,207,284	12/01/98
United States	OPT/ALERT	1,357,119	08/27/85
United States	P.A./ALERT	2,207,273	12/01/98
United States	PHARM/ALERT	3,076,753	04/04/06

Pending Trademark Applications

Country	Trademark	Serial No.	Filing Date
United States	L.T.C./ALERT	77/698,500	03/25/09

Trademark Applications In Preparation

Country	Trademark	Docket No.	Expected Filing Date	Products/Services

Item B. Trademark Licenses

Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date