

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
Jobson Medical Information LLC		12/21/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Toronto Dominion (Texas) LLC, as Administrative Agent
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: 7

Property Type	Number	Word Mark
Registration Number:	3893996	INSIGHT
Registration Number:	3893995	VIEWPOINT
Serial Number:	85050439	CENSUS
Serial Number:	85191587	GEOMETRICS
Serial Number:	85104878	REVIEW OF OPTOMETRY
Serial Number:	85104975	REVIEW OF OPTOMETRY
Serial Number:	85191580	REVIEW OF OPTOMETRY

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

OP \$190.00 3893996

Address Line 1: 1420 Peachtree Street, N.E.
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 927268-605001

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: Sidney R. Brown

Signature: /Sidney R. Brown/

Date: 01/04/2011

Total Attachments: 6

source=Toronto Dominion Texas Jobson Dec 2010 Trademark Security Agreement#page1.tif
source=Toronto Dominion Texas Jobson Dec 2010 Trademark Security Agreement#page2.tif
source=Toronto Dominion Texas Jobson Dec 2010 Trademark Security Agreement#page3.tif
source=Toronto Dominion Texas Jobson Dec 2010 Trademark Security Agreement#page4.tif
source=Toronto Dominion Texas Jobson Dec 2010 Trademark Security Agreement#page5.tif
source=Toronto Dominion Texas Jobson Dec 2010 Trademark Security Agreement#page6.tif

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2010 (this "Agreement"), is made by JOBSON MEDICAL INFORMATION LLC, a Delaware limited liability company (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 (collectively referred to as the "Trademarks"), all registrations and recordings thereof and

EXECUTION VERSION

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;

(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

EXECUTION VERSION

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.

JOBSON MEDICAL INFORMATION LLC

By: 
Name: DEREK WINSTON
Title: SFO

[JOBSON - TRADEMARK SECURITY AGREEMENT]

TORONTO DOMINION (TEXAS) LLC,
as Administrative Agent

By: 
Name: BEBI YASIN
Title: AUTHORIZED SIGNATORY

[JOBSON -- TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004446 FRAME: 0414

**SCHEDULE I
to Trademark Security Agreement**

Item A. Trademarks

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
USA	INSIGHT	3,893,996	12/21/2010
USA	VIEWPOINT	3,893,995	12/21/2010

Pending Trademark Applications

Country	Trademark	Serial No.	Filing Date
USA	CENSUS	85/050,439	05/28/2010
USA	GEOMETRICS	85/191,587	12/06/2010
USA	REVIEW OF OPTOMETRY	85/104,878	08/11/2010
USA	REVIEW OF OPTOMETRY	85/104,975	08/11/2010
USA	REVIEW OF OPTOMETRY	85/191,580	12/06/2010

ATI-2453639v1