## 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		110/24/2011	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: 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

## CORRESPONDENCE DATA

Fax Number: (404)572-5134
Email: jhannon@kslaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

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/
Date:	11/08/2011

Total Attachments: 5 source=AAlert#page1.tif source=AAlert#page2.tif source=AAlert#page3.tif source=AAlert#page4.tif source=AAlert#page5.tif

#### 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 Alert Marketing, Inc., a California corporation, 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. <u>Further Assurances</u>. 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. <u>Counterparts</u> . 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:

Title:

BEBI YASIN AUTHORIZED SIGNATORY

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

GENERAL ELECTRIC CAPITAL CORPORATION,

as Assignee

Name:

Thomas Costelio

Title:

**Duly Authorized Signatory** 

## SCHEDULE A to ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

## **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