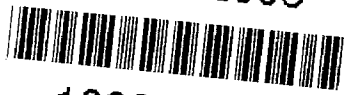




09-09-2005



DEPT. OF COMMERCE and Trademark Office

Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 03/30/2008)

RECORDATION TRADEMARKS ONLY 103077163

9-1-05

\$

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 The Staywell Company

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: The Bank of New York, as Collateral Agent
 Internal _____
 Address: _____
 Street Address: One Wall Street
 City: New York
 State: New York
 Country: USA Zip: 10286

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other New York Banking Corporation Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 29, 2005

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
 See Schedule A attached hereto and made apart hereof

B. Trademark Registration No.(s) _____
 See Schedule A attached hereto and made apart hereof

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Andrew G. Croshaw, Esq.
 Internal Address: Bryan Cave LLP
 Street Address: 1290 Avenue of the Americas
 City: New York
 State: New York Zip: 10286
 Phone Number: (212) 541-3003
 Fax Number: (212) 541-1377
 Email Address: agcroshaw@bryancave.com

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$540.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 02-4467 To be charged only in the event of any deficiency in the fee presented hereon.

Authorized User Name Bryan Cave LLP

9. Signature: Sharon Elwin 8/31/05
 Signature Date

Sharon Elwin
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 003218 FRAME: 0110

SCHEDULE A

THE STAYWELL COMPANY WORLDWIDE TRADEMARK LIST

Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date	Current Owner	Status
US	Record Writer Block Letters	78-498,898	10/13/04			The StayWell Company	Pending
US	Staywell Information Therapy	78-488,370	9/23/04			The StayWell Company	Pending
US	Staywell Prescriptions	78-488,349	9/23/04			The StayWell Company	Pending
US	Expresscoder Block Letters	78-477,076	9/1/04			The StayWell Company	Pending
US	Staywell @ Work Block Letters	78-458,092	7/28/04			The StayWell Company	Pending
US	Fastguide	78-442,935	6/29/04			The StayWell Company	Pending
US	Smartcoder	78-442,927	6/29/04			The StayWell Company	Pending
US	Staywell Solutions	78-284,125	8/6/03			The StayWell Company	Pending
US	Staywell Solutions	78-284,123	8/6/03			The StayWell Company	Pending
US	Staywell Solutions	78-284,118	8/6/03			The StayWell Company	Pending
US	Staywell Solutions	78-284,111	8/6/03			The StayWell Company	Pending
US	Staywell Solutions	78-284,094	8/6/03			The StayWell Company	Pending
US	Nextsteps	78-190,766	12/3/02	2,769,349	9/30/03	The StayWell Company	Registered
US	Staywell Solutions	76-416,757	6/4/02			The StayWell Company	Pending
US	Staywell Solutions	76-416,756	6/4/02			The StayWell Company	Pending
US	Staywell Solutions	76-415,565	6/4/02			The StayWell Company	Pending
US	A Partnership For Life	75-926,166	2/24/00	2,426,941	2/6/01	The StayWell Company	Registered
US	Cancersource	75-926,165	2/24/02	2,596,215	7/16/02	The StayWell Company	Registered
US	Healthpath	75-104,233	4/22/97	2,055,102	4/22/97	The StayWell Company	Registered
US	Krames Communications	74-556,438	8/2/94	1,939,454	12/5/95	The StayWell Company	Registered
U.S. State Minnesota	Design only			22,250	4/18/94	The StayWell Company	Renewed

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 29, 2005, by MEDIMEDIA USA, INC. and the Pledgors identified on the signature pages hereto (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of THE BANK OF NEW YORK, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the release of any Trademarks from the security interest granted under the Security Agreement or the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an

instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the relevant Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this P Trademark Security Agreement and any amendments, waivers, consents or supplements hereto by telecopier shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


[signature page follows]

MEDIMEDIA USA TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

MEDIMEDIA USA, INC.

By: 

Name:
Title:

MANAGED CARE STRATEGIC
SOLUTIONS, L.L.C.

By: 

Name:
Title:

THE CHATHAM INSTITUTE, L.L.C.

By: 

Name:
Title:

CUSTOMER RELATIONSHIP
XCHANGE, L.L.C.

By: 

Name:
Title:

THE STAYWELL COMPANY

By: _____
Name:
Title:

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By: _____
Name:
Title:

CUSTOMER RELATIONSHIP
XCHANGE, L.L.C.


By: _____
Name:
Title:

THE STAYWELL COMPANY

By:  _____
Name:
Title:

MEDIMEDIA USA TRADEMARK SECURITY AGREEMENT

FASTMARK, INC.

By: 
Name: Curtis S. Risley
Title: Secretary

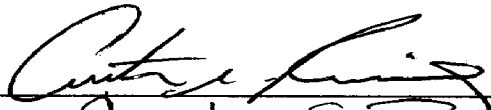
THREE V HEALTH, INC.

By: _____
Name:
Title:

HEALTH INK, L.L.C.

By: _____
Name:
Title:

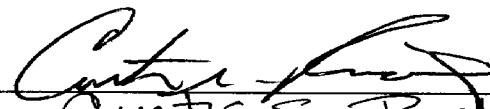
HEALTH NEWSLETTERS DIRECT, LLC

By: 
Name: Curtis S. Risley
Title: VP

MEDIMEDIA SERVICES, INC.

By: _____
Name:
Title:

ATMEDICA USA, LLC

By: 
Name: Curtis S. Risley
Title: VP

MEDIMEDIA USA TRADEMARK SECURITY AGREEMENT

FASTMARK, INC.

By: _____

Name:

Title:

THREE V HEALTH, INC.

By:  _____

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HEALTH INK, L.L.C.

By:  _____

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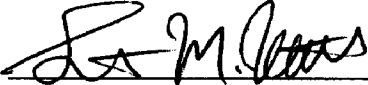
ATMEDICA USA, LLC

By: _____
Name:
Title:

MEDIMEDIA USA TRADEMARK SECURITY AGREEMENT

Accepted and Agreed:

THE BANK OF NEW YORK,
as Collateral Agent

By:  _____

Name: Stephen M. Nettler

Title: Vice President