

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Governor and Company of the Bank of Scotland		07/29/2005	PLC Scotland:

**RECEIVING PARTY DATA**

<b>Name:</b>	MediMedia USA, Inc.
<b>Street Address:</b>	780 Township Line Road
<b>City:</b>	Yardley
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19067
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	The StayWell Company
<b>Street Address:</b>	780 Township Line Road
<b>City:</b>	Yardley
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19067
<b>Entity Type:</b>	COMPANY: DELAWARE

<b>Name:</b>	Health Ink, LLC
<b>Street Address:</b>	780 Township Line Road
<b>City:</b>	Yardley
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19067
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>Name:</b>	Health Newsletters Direct, LLC
<b>Street Address:</b>	780 Township Line Road
<b>City:</b>	Yardley
<b>State/Country:</b>	PENNSYLVANIA

CH \$665.00 78467401

Postal Code:	19067
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	78467401	HEALTHY SHORTS
Serial Number:	78237451	THE CHATHAM INSTITUTE
Serial Number:	78237437	THE CHATHAM INSTITUTE
Serial Number:	78237409	THE CHATHAM INSTITUTE
Serial Number:	76238234	TRIGENESIS MANAGEMENT SYSTEMS
Serial Number:	76009769	VETERINARY FORUM
Serial Number:	75981309	TRIGENESIS COMMUNICATIONS
Serial Number:	75867906	VETERINARY THERAPEUTICS RESEARCH IN APPLIED VETERINARY MEDICINE
Serial Number:	75599596	TRIGENESIS COMMUNICATIONS
Serial Number:	75599595	TRIGENESIS COMMUNICATIONS
Serial Number:	75000851	FOOD ANIMAL MEDICINE & MANAGEMENT
Serial Number:	76561397	FOR YOUR WELL-BEING
Serial Number:	76499647	BENEFITS MANAGEMENT BRIEFS
Serial Number:	78477076	EXPRESSCODER
Serial Number:	78458092	STAYWELL @ WORK
Serial Number:	78442935	FASTGUIDES
Serial Number:	78442927	SMARTCODER
Serial Number:	78284125	STAYWELL SOLUTIONS
Serial Number:	78284123	STAYWELL SOLUTIONS
Serial Number:	78284118	STAYWELL SOLUTIONS
Serial Number:	78284111	STAYWELL SOLUTIONS
Serial Number:	78284094	STAYWELL SOLUTIONS
Serial Number:	78190766	NEXTSTEPS
Serial Number:	76416757	STAYWELL PRODUCTIONS
Serial Number:	76416756	STAYWELL PRODUCTIONS
Serial Number:	76415565	STAYWELL PRODUCTIONS

CORRESPONDENCE DATA

Fax Number: (214)969-4343

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**TRADEMARK**  
**REEL: 003392 FRAME: 0686**

Phone: 214-969-4280  
Email: trademarkdallas@akingump.com  
Correspondent Name: David L. Odom  
Address Line 1: P.O. BOX 688  
Address Line 4: DALLAS, TEXAS 75313-0688

ATTORNEY DOCKET NUMBER:	682789.0001
NAME OF SUBMITTER:	David L. Odom
Signature:	/David L. Odom/
Date:	09/19/2006

**Total Attachments: 12**

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## TRADEMARK TERMINATION AND RELEASE

THIS TRADEMARK PROPERTY TERMINATION AND RELEASE (this "Agreement") dated as of July 29, 2005, is made by and among MediMedia USA, Inc., a Delaware corporation (the "Company"), each of the Company's subsidiaries and affiliates specified on the signature pages hereof (such subsidiaries, together with the Company, collectively, the "Grantors" and each a "Grantor"), and The Governor and Company of the Bank of Scotland, as security agent (in such capacity, the "Agent"). Capitalized terms used herein, but otherwise not defined, shall have the meanings ascribed to them in the Credit Facilities (as defined below).

### RECITALS

A. WHEREAS, the Grantors and the Agent are parties to that certain Facilities Agreement, dated as of April 17, 2002 (as amended, restated, supplemented or otherwise modified to the date hereof, the "Existing Credit Agreement"), by and among Santémedia Group Holding S.à.r.l. as Parent "Holdings", certain subsidiaries of Holdings (including the Grantors) and the Agent.

B. WHEREAS, each Grantor granted a security interest in the trademarks identified on Exhibit A attached hereto (collectively, the "Trademarks") to the Agent, pursuant to certain collateral security documents entered into in connection with the Existing Credit Agreement (such security documents, as they may be amended, restated, supplemented or otherwise modified to the date hereof, the "Existing Security Agreements" and each, an "Existing Security Agreement"), executed by such Grantor and others in favor of the Agent.

C. WHEREAS, in order to evidence the grant of security interests under the Existing Security Agreements, each Grantor caused the due execution and delivery of certain filings in the United States Patent and Trademark Office (the "USPTO").

D. WHEREAS, the Grantors and the Agent have entered into that certain letter agreement dated as of July 29, 2005 (the "Payoff and Release Letter") whereby they have terminated their respective obligations under the Existing Credit Agreement, the other loan documents and all documents and agreements delivered pursuant to or in connection with the Existing Credit Agreement to the extent described therein.

F. WHEREAS, the Agent has agreed to terminate and release all security interests granted to or held by the Agent as security for the obligations under the Existing Credit Agreement and the other loan documents.

G. WHEREAS, in order to evidence the release of the security interests granted pursuant to each of the Existing Security Agreements, Holdings and the Grantors have requested that the Agent execute and deliver this Agreement and the Agent has agreed to execute and deliver this Agreement.



NOW THEREFORE, with intent to be legally bound hereby and for other good and valuable consideration, receipt of which is hereby acknowledged, the Grantors and the Agent hereby agree as follows:

SECTION 1. Release and Discharge. In furtherance of the releases granted pursuant to the Payoff and Release Letter, the Agent agrees to terminate and release all security interests granted to or held by the Agent in the Trademarks pursuant to the applicable Existing Security Agreement as security for the obligations under the Existing Credit Agreement and the other loan documents. The Agent agrees that the Trademarks securing the obligations are hereby released and discharged (without recourse, representation or warranty) from the security interests granted pursuant to the applicable Existing Security Agreement and such security interests are hereby reconveyed to the applicable Grantor.

SECTION 2. Effectiveness. This Agreement becomes effective when (i) all parties hereto have executed and delivered a counterpart hereof (including by way of facsimile transmission) and (ii) the Payoff and Release Letter has become effective.

SECTION 3. Further Assurances. The Agent agrees that it shall, from time to time, at the expense of the applicable Grantor, execute, acknowledge and deliver to the applicable Grantor and its designees, successors or assigns such instruments, agreements, and other documents as the applicable Grantor or its successors or assigns shall reasonably request in order to further evidence the releases and discharges described in Section 1 above.

SECTION 4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile transmission), each of which shall be an original, but all of which, taken together, shall constitute one and the same document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first set forth above.

**MediMedia USA, Inc.,**  
as a Grantor

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**The StayWell Company,**  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Health Ink, L.L.C.,**  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Health Newsletters Direct, LLC,**  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


[SIGNATURE PAGE TO INTELLECTUAL PROPERTY TERMINATION AND RELEASE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first set forth above.

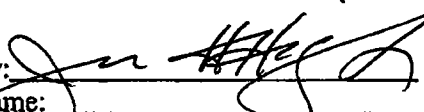
**MediMedia USA, Inc.,**  
as a Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**The StayWell Company,**  
as Grantor

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Health Ink, L.L.C.,**  
as Grantor

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Health Newsletters Direct, LLC,**  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first set forth above.

**MediMedia USA, Inc.,**  
as a Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**The StayWell Company,**  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Health Ink, L.L.C.,**  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Health Newsletters Direct, LLC,**  
as Grantor

By: \_\_\_\_\_  
Name: Christy S. Risley  
Title: VP

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY TERMINATION AND RELEASE]



**The Governor and Company of the Bank of Scotland**

as Agent



By: \_\_\_\_\_  
Name: JOHN I. SMITH  
Title: SENIOR DIRECTOR

**Exhibit A**

**Trademarks**

See attached.

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**MEDIMEDIA TRADEMARK LIST**

Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date	Current Owner	Security Interest	Date Recorded	Status	Comments
US	HEALTHY SHORTS (block letters)	78-467,401	8/13/04			MediMedia USA, Inc.	Assignee: The Governor & Company of the Bank of Scotland, Paris Branch (aka Bank of Scotland)	10/19/04	Pending	
US	The Chatham Institute	78-237,451	4/14/03			MediMedia USA, Inc.	Assignee: The Governor & Company of the Bank of Scotland, Paris Branch (aka Bank of Scotland)	10/19/04	Pending	
US	The Chatham Institute	78-237,437	4/14/03			MediMedia USA, Inc.	Assignee: The Governor & Company of the Bank of Scotland, Paris Branch (aka Bank of Scotland)	10/19/04	Pending	
US	The Chatham Institute	78-237,409	4/14/03			MediMedia USA, Inc.	Assignee: The Governor & Company of the Bank of Scotland, Paris Branch (aka Bank of Scotland)	10/19/04	Pending	
US	Trigenesis Management Systems	76-238,234	4/10/01	2,730,034	6/24/03	Quadrant Healthcare Inc, (Current Owner: MediMedia USA, Inc.)	Assignee: The Governor & Company of the Bank of Scotland, Paris Branch (aka Bank of Scotland)	10/19/04	Registered	
US	Veterinary Forum	76-009,769	3/27/00	2,467,542	7/10/01	MediMedia USA, Inc.	Assignee: The Governor & Company of the Bank of Scotland, Paris Branch (aka Bank of Scotland)	10/06/04	Registered	
US	Trigenesis Communications	75-981,309	12/04/98	2,696,185	3/11/03	MediMedia USA, Inc.	Assignee: The Governor & Company of the Bank of Scotland, Paris Branch (aka Bank of Scotland)	10/19/04	Registered	

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Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date	Current Owner	Security Interest	Date Recorded	Status	Comments
US	Veterinary Therapeutics Research in Applied Veterinary Medicine	75-867,906	12/09/99	2,441,684	4/03/01	MediMedia USA, Inc.	Assignee: The Governor & Company of the Bank of Scotland, Paris Branch (aka Bank of Scotland)	10/06/04	Registered	
US	Trigenesis Communications	75-599,596	12/04/98	2,696,022	3/11/03	MediMedia USA, Inc.	Assignee: The Governor & Company of the Bank of Scotland, Paris Branch (aka Bank of Scotland)	10/19/04	Registered	
US	Trigenesis Communications (and Design)	75-599,595	12/04/98	2,669,470	12/31/02	MediMedia USA, Inc.	Assignee: The Governor & Company of the Bank of Scotland, Paris Branch (aka Bank of Scotland)	10/19/04	Registered	
US	Food Animal Medicine & Management	75-000,851	10/02/95	2,009,215	10/15/96	UBS (Luxembourg) S.A.	Assignee: The Governor & Company of the Bank of Scotland, Paris Branch (aka Bank of Scotland)	10/06/04	Registered	

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**HEALTH INK US TRADEMARK LIST**

Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date	Current Owner	Security Interest	Date Recorded	Status	Comments
US	For Your Well-Being	76-561,397	11/21/03	2,906,038	11/20/04	Health Ink L.L.C.	The Governor & Company of the Bank of Scotland, Paris Branch	10/19/04	Registered	
US	Benefits Management Briefs	76-499-647	3/21/03	2,876,434	8/24/04	Health Ink L.L.C.	The Governor & Company of the Bank of Scotland, Paris Branch	10/19/04	Registered	

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**THE STAYWELL COMPANY WORLDWIDE TRADEMARK LIST**

Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date	Current Owner	Security Interest	Date Recorded	Status	Comments
US	Expresscoder Block Letters	78-477,076	9/1/04			The StayWell Company	The Governor & Company of the Bank of Scotland, Paris Branch	10/19/04	Pending	
US	Staywell @ Work Block Letters	78-458,092	7/28/04			The StayWell Company	The Governor & Company of the Bank of Scotland, Paris Branch	10/19/04	Pending	
US	Fastguide	78-442,935	6/29/04			The StayWell Company	The Governor & Company of the Bank of Scotland, Paris Branch	10/19/04	Pending	
US	Smartcoder	78-442,927	6/29/04			The StayWell Company	The Governor & Company of the Bank of Scotland, Paris Branch	10/19/04	Pending	
US	Staywell Solutions	78-284,125	8/6/03			The StayWell Company	The Governor & Company of the Bank of Scotland, Paris Branch	10/19/04	Pending	
US	Staywell Solutions	78-284,123	8/6/03			The StayWell Company	The Governor & Company of the Bank of Scotland, Paris Branch	10/19/04	Pending	
US	Staywell Solutions	78-284,118	8/6/03			The StayWell Company	The Governor & Company of the Bank of Scotland, Paris Branch	10/19/04	Pending	
US	Staywell Solutions	78-284,111	8/6/03			The StayWell Company	The Governor & Company of the Bank of Scotland, Paris Branch	10/19/04	Pending	

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Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date	Current Owner	Security Interest	Date Recorded	Status	Comments
US	Slaywell Solutions	78-284,094	8/6/03			The SlayWell Company	The Governor & Company of the Bank of Scotland, Paris Branch	10/19/04	Pending	
US	Nextsteps	78-190,766	12/3/02	2,769,349	9/30/03	The SlayWell Company	The Governor & Company of the Bank of Scotland, Paris Branch	10/19/04	Registered	
US	Slaywell Solutions	76-416,757	6/4/02			The SlayWell Company	The Governor & Company of the Bank of Scotland, Paris Branch	10/19/04	Pending	
US	Slaywell Solutions	76-416,756	6/4/02			The SlayWell Company	The Governor & Company of the Bank of Scotland, Paris Branch	10/19/04	Pending	
US	Slaywell Solutions	76-415,565	6/4/02			The SlayWell Company	The Governor & Company of the Bank of Scotland, Paris Branch	10/19/04	Pending	

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