

07-14-1999



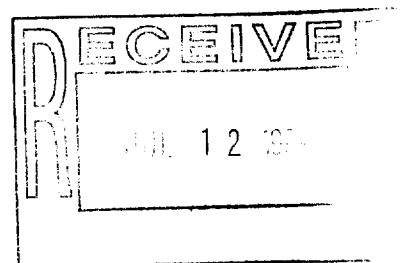
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RECORDATION FORM COVER SHEET

PATENTS ONLY



To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

BSC Enterprises, LLC
7117 Centennial Boulevard
Nashville, TN 37209

A Georgia limited liability company

2. Name and address of receiving party:

State Street Bank and Trust Company
225 Franklin Street
Boston, Massachusetts 02110
Attn: Wendy Simches

A Massachusetts trust company

3. Nature of conveyance:

Execution date: June 21, 1999

4. Application number(s) or registration number(s):

- A. Patent application number(s)

NONE

- B. Patent registration number(s)

See attached Schedule I

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ID # 150802v01/9300-14
7/1/1999

PATENT
REEL: 010078 FRAME: 0617

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

Donald H. Siegel, P.C.
Posternak, Blankstein & Lund, LLP
100 Charles River Plaza
Boston, MA 02114

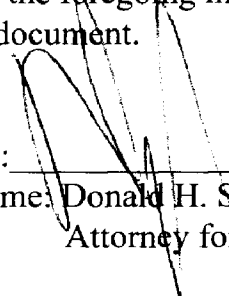
6. Total number of applications and registrations involved: 1

7. Total fee enclosed: \$40.00

8. Deposit account number: Not applicable

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

By: 
Name: Donald H. Siegel, P.C.
Attorney for State Street Bank

Date: July 1, 1999

Total number of pages submitted: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box ASSIGNMENTS FEE
Washington, D.C. 20231

PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

THIS PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (hereinafter referred to as the "Agreement"), dated as of June 21, 1999, by and between BSC ENTERPRISES, LLC, a Georgia limited liability company with its principal place of business at 7117 Centennial Boulevard, Nashville, TN 37209, (hereinafter referred to as the "Company"), and STATE STREET BANK AND TRUST COMPANY with its principal office at 225 Franklin Street, Boston, Massachusetts 02110 (hereinafter referred to as the "Bank").

W I T N E S S E T H:

WHEREAS, the Company, BSC Investments, LLC, and the Bank are parties to a Revolving Credit and Term Loan Agreement dated as of June 21, 1999 (as the same may be further amended, modified or supplemented from time to time, the Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit to be made by the Bank to the Company;

WHEREAS, in order to induce the Bank to enter into the Credit Agreement, and to make loans and advances to the Company, the Company has concurrently entered into a Security Agreement with the Bank pursuant to which it has agreed to assign and convey, and grant a security interest in, the Collateral (as hereafter defined) to secure the Company's obligations under the Credit Agreement, including, without limitation, its obligations under the promissory notes by the Company to the Bank issued pursuant to the Credit Agreement (as the same may be further amended, modified or supplemented from time to time, the "Notes");

NOW THEREFORE, for good and valuable consideration, and to secure the payment and performance of all the Obligations (as defined below), the parties hereto agree as follows:

1. Definitions All capitalized terms used herein and not otherwise defined shall have the meanings prescribed therefor in the Credit Agreement. The following additional terms, as used herein, shall have the following respective meanings:

"Patent and Trademark Office" means the United States Office of Patents and Trademarks.

"Obligations" shall have the meaning set forth in the Credit Agreement.

"Patent" means all of the following:

(a) the United States Patents and applications for patent described in Schedule I annexed hereto, and all other United States and foreign patents and applications for patent of the Company or licensed to the Company, now existing or hereafter filed or acquired;

(b) the inventions disclosed and/or claimed in all of the said United States and foreign patents and applications for patent, and all other inventions now owned by the Company or hereinafter made, created or acquired by or for the Company whether or not any of said inventions is patentable, subject, in the case of any assignment or license to the Company wherein the assignor or licensor retains any proprietary rights or interest in the property assigned or licensed, to applicable restrictions, if any, in the instrument of assignment or license;

(c) all other applications for patent or like protection on any of said inventions that have now or may in the future be filed by the Company, or by any assignor of the rights to any such invention to the Company, whether in the United States or in any other country or place anywhere in the world, subject, in the case of any assignment or license to the Company wherein the assignor or licensor retains any proprietary rights or interest in the property assigned or licensed, to applicable restrictions, if any, in the instrument of assignment or license;

(d) all other patents or like protection that have been or may in the future be granted on any of the inventions and/or applications to the Company, or to any assignor of the rights to any such invention to the Company, whether in the United States or in any other country or place anywhere in the world, subject, in the case of any assignment or license to the Company wherein the assignor or licensor retains any proprietary rights or interest in the property assigned or licensed, to applicable restrictions, if any, in the instrument of assignment or license; and

(e) all renewals, reissues, continuations, extensions or the like of any patents and like protection, including without limitation, those obtained or permissible under applicable laws and statutes.

2. Assignment To secure the prompt and complete payment and performance when due of all the Obligations, together with any and all expenses which may be incurred by the Bank in collecting any or all of such Obligations or enforcing any rights, obligations or liabilities under this Agreement, the Company hereby assigns, grants and conveys to the Bank, as collateral security, all of the Company's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired (collectively, the "Collateral"):

(a) all Patents;

(b) all causes of action, claims and warranties now or hereafter owned or acquired by the Company in respect of any of the items listed above; and

(c) all proceeds of any of the Collateral described in clauses (a) and (b).

3. Representations and Warranties As an inducement to the Bank to enter into this Agreement, the Company makes the following representations and warranties:

(a) Schedule I sets forth a complete and correct list of all Patents required to be listed on such Schedule in which the Company has any right, title or interest.

(b) Except for those Liens described in Section 6(p) of the Credit Agreement, the Company is the sole beneficial owner of the Collateral, and no Lien exists or will exist upon any Collateral at any time except for the assignment and security interest in favor of the Bank provided for herein, which assignment and security interest constitutes a first priority perfected security interest in all of the Collateral.

(c) Except for those Liens described in Section 6(p) of the Credit Agreement: the Company owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, the Patents listed on Schedule I, and all Patents listed on Schedule I are valid and in full force and effect.

(d) Except for those Liens described in Section 6(p) of the Credit Agreement, (i) there is no violation by others of any right of the Company with respect to any Patent listed on Schedule I hereto, (ii) the Company is not infringing in any respect upon any Patent of any other Person, and (iii) no proceedings have been instituted or are pending against the Company, or to the Company's actual knowledge, threatened, alleging any such violation.

The Company agrees that it will at its expense warrant and, at the Bank's request, defend the Collateral from any and all claims and demands of any other Person and that it will not grant, create or permit to exist any Lien upon the Collateral in favor of any other Person, except as otherwise permitted by the Credit Agreement. The Company hereby agrees to pay, indemnify, and hold the Bank harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses of disbursements or any kind or nature whatsoever with respect to the Collateral, including, without limitation, claims of patent infringement, provided that the Company shall have no obligation hereunder with respect to such indemnification arising from the Bank's gross negligence or willful misconduct.

4. Continued Use of the Patents. During the term of this Agreement the Company may employ the Patents listed on Schedule I hereto in the same or similar manner as it has in the past, and shall employ the appropriate notice of such Patents in connection with any products for which such Patents were granted. The Company agrees to use its best ability to maintain the Patents listed on the Schedule I hereto in full force and effect by taking any action which it believes necessary, through attorneys of its choice, all at its expense. In the event that any Patent is infringed by a third party, so as to have a Material Adverse Effect, or if such infringement gives rise to litigation or to the filing of a claim or notice of opposition with the Patent and Trademark Office, the Company shall promptly notify the Bank and shall take such actions as may be reasonably required to terminate such infringement. Any damages recovered from the infringing party shall be deemed to be part of the Collateral. The Company shall not assign this Agreement or any rights in the Collateral or the material protected thereby without the prior written approval of the Bank and such attempted assignment shall be void ab initio.

5. Continuing Liability. The Company hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest and obligation assigned as security to the Bank hereunder to observe and perform all the conditions and obligations to be observed and performed by the Company thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Bank shall not have any obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Bank or the receipt by the Bank of any payment relating to any such license, interest or obligation pursuant hereto, nor shall the Bank be required or obligated in any manner to perform or fulfill any of the obligations of the Company thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6. New Patents. If, before the Obligations shall have been satisfied in full and the Revolving Credit Commitment terminated, the Company shall obtain rights to any new Patents, the Company shall give to the Bank prompt notice thereof in writing hereof, and shall execute and deliver, and file with the Patent and Trademark Office, a modification of this Agreement amending Schedule I hereto to include such new Patent thereon. Notwithstanding the foregoing, the Company hereby irrevocably appoints the Bank its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, to execute an amendment of this Agreement on behalf of the Company amending Schedule I hereto to include such new Patent.

7. License to the Company. The Bank hereby grants to the Company the exclusive, nontransferable right and license to use the Patents, in each case for the Company's own benefit and account and for none other and exercisable without payment of royalty or other compensation to the Bank; provided that each such right and license shall be suspended upon and during the continuance of an Event of Default and terminate upon any sale or other foreclosure thereof pursuant to Section 8 below. The Company agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Company in this Section 7, without the prior written consent of the Bank, which shall not be unreasonably withheld pursuant to the ordinary course of business.

8. Remedies. If an Event of Default under the Credit Agreement has occurred and is continuing, the Bank may exercise all other rights and remedies granted to it in this Agreement, the Credit Agreement, the Security Agreement and any other Loan Document, and in addition all rights and remedies of a secured party under the Uniform Commercial Code. To the extent permitted by applicable law, the Company waives all claims, damages and demands against the Bank arising out of the repossession, retention or sale of the Collateral.

9. Grant of License to Use Intangibles. For the purpose of enabling the Bank to exercise rights and remedies under Section 8 hereof at such time as the Bank, without regard to this Section 9, shall be lawfully entitled to exercise such rights and remedies and for no other purpose, the Company hereby grants to the Bank an irrevocable, non-exclusive license (exercisable without

payment of royalty or other compensation to the Company upon the occurrence and during the continuance of an Event of Default) to use, assign, license or sublicense any of the Collateral, whether now owned or hereafter acquired by the Company.

10. Power of Attorney. The Company hereby irrevocably appoints the Bank its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, in the name of the Company, the Bank, or otherwise, for the sole use and benefit of the Bank, but at the Company's expense, to exercise (to the extent permitted by law), at any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:

(a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof;

(b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(c) to sell, transfer, assign, license or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Bank were the absolute owner thereof; and

(d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto.

11. Notices. All notices under this Agreement shall be in writing, and shall be given and shall be effective in accordance with the Credit Agreement.

12. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or enforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. No Waiver; Cumulative Remedies. The Bank shall not, by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Bank, and then only to the extent therein set forth. A waiver by the Bank of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Bank would otherwise have had on any other occasion. No failure to exercise nor any delay in exercising on the part of the Bank any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

14. Amendments. None of the terms and provisions of this Agreement may be altered, modified or amended except by an instrument in writing executed by the parties hereto.

15. Limitation by Law. All rights, remedies and powers provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

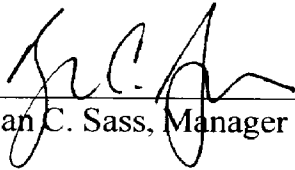
16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and shall inure to the benefit of the Bank and its successors and assigns, and nothing herein or in the Credit Agreement or any other Loan Document is intended or shall be construed to give any other Person any right, remedy or claim under, to or in respect of this Agreement, the Credit Agreement or any other Loan Document.

17. Termination and Reassignment The Bank agrees that upon the payment in full and satisfaction of all the Obligations following the termination of the Revolving Credit Commitment, the assignments and security interests created by this Agreement and any proceeds thereof or distributions in respect thereof shall be released, and the Bank will execute all such documents as may be reasonably requested by the Company to release such security interests and to terminate such assignment (without representation or warranty).

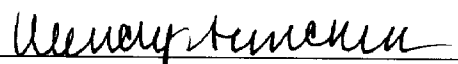
18. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (WITHOUT REGARD TO ANY CONFLICTS OR CHOICE OF LAW PROVISIONS) AND THE UNITED STATES OF AMERICA.

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

BSC ENTERPRISES, LLC

By: 
Brian C. Sass, Manager

STATE STREET BANK AND TRUST
COMPANY

By: 
Wendy Simches, Vice President

STATE OF Massachusetts
COUNTY OF SUFFOLK

On this 21st day of June, 1999 before me appeared Brian C. Sass, to me personally known, who, being by me duly sworn, did depose and say that he is a Manager of BSC Enterprises, LLC, the limited liability company named in and which executed the foregoing instrument in writing, and that said instrument was signed by him on behalf of said limited liability company; and said Manager acknowledged said instrument to be the free and authorized act and deed of said limited liability company.



Notary Public
My Commission Expires: 12/28/00

(Seal)

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

On this 21st day of June, 1999 before me appeared Wendy Simches, to me personally known, who, being by me duly sworn, did depose and say that she is the Vice President of State Street Bank and Trust Company, the trust company named in and which executed the foregoing instrument in writing, and that said instrument was signed by her on behalf of said trust company; and said Wendy Simeches acknowledged said instrument to be the free and authorized act and deed of said trust company.



Notary Public
My Commission Expires: 12/28/00

(Seal)

SCHEDULE I

to

Patent Collateral Assignment and Security Agreement between BSC ENTERPRISES, LLC
("Company") and State Street Bank and Trust Company ("Bank") dated June 21, 1999

<u>Title</u>	<u>Inventor</u>	<u>Patent No.</u>	<u>Issue Date</u>
X-ray Film and Medical Records Originator	J. W. Hatchell	4417659	11/29/83