

09-23-1998



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type 27

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
06 25 98

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
06 25 98

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

07/07/1998 DCDATES 00000291 1910643

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40.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 1754 FRAME: 0527

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

DANA KULL, ESQ.



7-1-98

Name of Person Signing

Signature

Date Signed

SECURITY AGREEMENT
(Trademarks)

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

WHEREAS, Pharmed Group Corp., a Florida corporation (the "Assignor"), has adopted, used and is using marks which are the subject of registrations or pending applications in the United States Patent and Trademark Office as set forth on **Schedule A**, and certain other trademarks, tradenames and registrations and applications for registration thereof (collectively, the "Trademarks");

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof;

WHEREAS, the Assignor has entered into a Loan and Security Agreement, dated as of June 25, 1998 (the "Loan Agreement"), between the Assignor, Pharmed Group Holdings, Inc., a Delaware corporation, Pharmed International Corp., a Delaware corporation (the "Borrowers"), and BankBoston, N.A., a national banking association (the "Lender"), pursuant to which the Lender has, on the date hereof, made or agreed to make certain loans to the Borrowers and may, from time to time hereafter, make additional loans to the Borrowers;

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign to the Lender and grant to the Lender, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

- (a) the Trademarks and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks;
- (b) licenses of the foregoing, whether as licensee or licensor;
- (c) renewals thereof;
- (d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof;
- (e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing;
- (f) all rights corresponding to any of the foregoing throughout the world;

(g) all proceeds of and accessions to any and all of the foregoing, to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement); and

WHEREAS, the Assignor is required under the Loan Agreement to grant to the Lender, a continuing security interest in, and a continuing lien on, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign to the Lender, and grant to the Lender, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of June 24, 1998.

PHARMED GROUP CORP.

[Corporate Seal]

By: Jorge L. de Céspedes
Name: JORGE L. de Céspedes
Title: President

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 25th day of June, 1998, before me personally came Jorge L. de Cespedes to me known, who, being by me duly sworn, did depose and say that he is President of Pharmed Group Corp., the corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his signature thereto by like order.



Natalie Y Lewis
Notary Public
My Commission Expires: 3/27/99

SCHEDULE A
(Trademarks)

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
PHARMED GROUP & DESIGN (Fla.)	T16280	9/3/92
PHARMED GROUP (service mark)	1,910,643	8/8/95