



11-20-1998



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents

100904805

Send original documents or copy thereof.

1. Name of conveying party(ies):

DCV, Inc.

WES
11-17-98

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Fleet Capital Corporation, as Agent

Internal Address: _____

Street Address: 60 East 42nd Street

City: New York State: NY ZIP: 10017

- Individual(s) citizenship: _____
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island
- Other

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)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 9, 1998

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

A. Trademark Application No.(s)
75/427499

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Gary Bernstein, Esq.

Internal Address: Kaye, Scholer, Fierman,

Hays & Handler, LLP

Street Address: 425 Park Avenue

JSH/BAZZ 00000120 75427499

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Naomi J. Shrenzel
Name of Person Signing

Naomi J. Shrenzel
Signature

November 16, 1998

Date

Total number of pages including cover sheet, attachments, and document: 5

11/19/1998
01 Ff:441
02 Ff:462

SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, DCV, Inc. , a Delaware corporation (herein referred to as "Assignor"), having an address at 3521 Silverside Road, Wilmington, Delaware 19810, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the attached Schedule 2-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, DCV HOLDINGS, INC., a Delaware corporation (the "Borrower"), has entered into a Credit Agreement dated as of August 20, 1997 (said Agreement as it may be amended, supplemented, restated or otherwise modified from time to time being the "Credit Agreement") with DCV GPH, Inc., DCV LPH, Inc., the financial institutions named therein (collectively, the "Lenders"), BankAmerica Securities, Inc., as documentation agent, and Fleet Capital Corporation, as agent (the "Agent", and together with any successor in such capacity, is herein referred to as the "Assignee"), and in connection therewith, the Secured Parties (as defined in the Security Agreement and Mortgage (defined below)) are desirous of having a security interest and mortgage in favor of Assignee on the Trademarks in order to secure the payment of certain obligations of the Borrower now or hereafter owing to the Secured Parties;

WHEREAS, Assignor, a direct or indirect subsidiary or affiliate of the Borrower, together with certain of its affiliates, has entered into a Security Agreement and Mortgage - Trademarks, Patents and Copyrights dated as of August 20, 1997 (said Agreement, as it may be amended, supplemented or otherwise modified from time to time being the "Security Agreement and Mortgage"; capitalized terms used therein and not otherwise defined herein being used herein as therein defined) in favor of the Assignee; and

WHEREAS, pursuant to the Security Agreement and Mortgage, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark

Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Assignor, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by Assignor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral and, effective upon the occurrence of and for so long as an Event of Default is continuing under the Credit Agreement, assigns the Collateral to Assignee, in order to secure the prompt payment, performance and observance of the Secured Obligations.

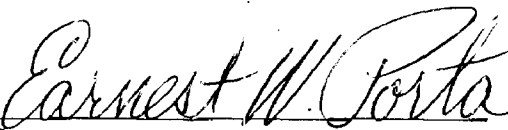
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and mortgage on and assignment of the Collateral made and granted hereby are more fully set forth in the Security Agreement and Mortgage, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 60 East 42nd Street, New York, New York 10017.

IN WITNESS WHEREOF, Assignor has duly executed or caused this Assignment to be duly executed as of the 9th day of November, 1998.

[Seal]

DCV, INC.

By: 

Name: Ernest W. Porta
Title: President

STATE OF Delaware)
COUNTY OF New Castle) ss.:

On this 9th day of November, 1998, before me personally appeared Earnest W. Porta, to me known, who, being by me duly sworn, did depose and say that he/she resides at Randenberg, PA and that he/she is President & CEO of the Assigner; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.

Donna L. Baird
Notary Public

SCHEDULE 2-A TO SECURITY AGREEMENT (TRADEMARKS)

TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APPL'N DATE</u>	<u>SERIAL NO.</u>
BIOCHOICE	United States	2/2/98	75/427499
DCV BIONUTRITION	United States	2/2/98	75/427575
DISCOVER DCV	United States	6/15/98	75/501856
GENPRO	United States	2/13/98	75/434330
LEGACY	United States	2/20/98	75/437772
LEGACY BIONUTRITION	United States	2/20/98	75/437771
OVATION	United States	10/22/97	75/377296
PROTECH	United States	6/15/98	75/501855
ULTRABREW	United States	12/22/98	75/396794