

04-22-1999



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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

RECORDATION FORM COVER SHEET  
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*MKD 4-15-99*

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

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
\_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
03 31 1999

Name Automed Technologies, Inc.

Formerly \_\_\_\_\_

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

Receiving Party

Mark if additional names of receiving parties attached

Name Baxter Healthcare Corporation

DBA/AKATA One Baxter Parkway

Composed of \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) Deerfield IL 60015

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  Association
- 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 Delaware

FOR OFFICE USE ONLY

04/21/1999 DNGUYEN 00000276 75550913

01 FC: 881 40.00 OP  
02 FC: 882 125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 1886 FRAME: 0462

**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.

James F. Donato

Name of Person Signing

*James F. Donato*

Signature

4/12/99

Date Signed

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of March 31, 1999, by and between Automed Technologies, Inc., a Delaware corporation ("Grantor"), and Baxter Healthcare Corporation, a Delaware corporation ("Baxter").

## WITNESSETH:

WHEREAS, Grantor and Baxter are parties to that certain Loan and Security Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which Baxter may extend credit to Grantor and pursuant to which Grantor has granted a security interest in certain of its assets to Baxter for Baxter's benefit; and

WHEREAS, Baxter has required Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Obligations" (as defined in the Credit Agreement) and (ii) as a condition precedent to any extension of credit under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to Baxter, a security interest in, with power of sale to the extent permitted by applicable law and the provisions of this Agreement, all of Grantor's Intellectual Property Rights now owned or existing and hereafter acquired or arising consisting of:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (e) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 4, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 4 shall be deemed to apply thereto automatically.

5. [Reserved]

6. New Trademarks and Licenses. Grantor represents and warrants as of the date hereof that (a) the Trademarks listed on Schedule A include all of the Intellectual Property Rights consisting of trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, (b) the Licenses listed on Schedule B include all of the Intellectual Property Rights consisting of trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any

Person other than Baxter, except as permitted under the Credit Agreement. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, which in any such case, shall involve or constitute Intellectual Property Rights, the provisions of paragraph 4 above shall automatically apply thereto. Grantor shall use its best efforts to give to Baxter written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Grantor hereby authorizes Baxter to modify this Agreement unilaterally (i) by amending Schedule A to include any future Intellectual Property Rights consisting of trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future Intellectual Property Rights consisting of trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. Grantor hereby agrees that the use by Baxter of the Trademarks and Licenses as authorized hereunder in connection with Baxter's exercise of its rights and remedies under paragraph 15 or pursuant to the Credit Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Baxter to Grantor.

8. Further Assignments and Security Interests. From and after the occurrence of, and during the continuation of, a Default, Grantor agrees that Baxter, or a conservator appointed by Baxter, shall have the right to establish such reasonable additional product quality controls as Baxter or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of Baxter, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to change the quality of such products in any material respect without Baxter's prior and express written consent; provided, however, that Grantor may grant a license to any of its subcontractors in the ordinary course of business.

9. Nature and Continuation of Baxter's Security Interest; Termination of the Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full in cash. When this Agreement has terminated, Baxter shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and

other instruments as may be necessary or proper to terminate Baxter's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Baxter pursuant to this Agreement or the Credit Agreement.

10. Duties of Grantor. Grantor shall have the duty, to the extent material to the normal conduct of Grantor's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. Grantor further agrees (i) not to abandon any Trademark or License material to Grantor's normal business without the prior written consent of Baxter, and (ii) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be material to the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Neither Baxter nor any of the Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Baxter shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but Baxter may do so at its option from and after the occurrence of a Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Obligations secured hereby.

11. Baxter's Right to Sue. From and after the occurrence of an Event of Default, Baxter shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Baxter shall commence any such suit, Grantor shall, at the request of Baxter, do any and all lawful acts and execute any and all proper documents required by Baxter in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Baxter for all costs and expenses incurred by Baxter in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Baxter).

12. Waivers. Baxter's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Baxter thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Baxter have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Baxter unless such suspension or waiver is in writing signed by an officer of Baxter and directed to Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. Grantor, subject to a Permitted Senior Lender's rights, if any, under a Permitted Senior Loan Agreement, hereby irrevocably designates, constitutes and appoints Baxter (and all Persons designated by Baxter in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Baxter and any of Baxter's designees, in Grantor's or Baxter's name, from and after the occurrence of, and during the continuation of, an Event of Default and the giving by Baxter of notice to Grantor of Baxter's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Baxter in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Baxter deems in its best interest. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Baxter under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Subject to the limitations set forth herein, or in the Credit Agreement, Baxter shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of a Default and the election by Baxter to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Baxter or any transferee of Baxter and to execute and deliver to Baxter or any such transferee all such agreements, documents and instruments as may be necessary, in Baxter's sole discretion, to effect such assignment, conveyance and transfer. All of Baxter's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Credit Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Baxter may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that Baxter may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Baxter and its nominees, successors and

assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without Baxter's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the State of Illinois.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

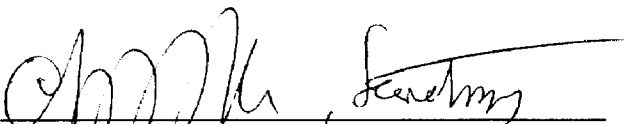
21. Merger. This Agreement represents the final agreement of the Grantor with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and Baxter.

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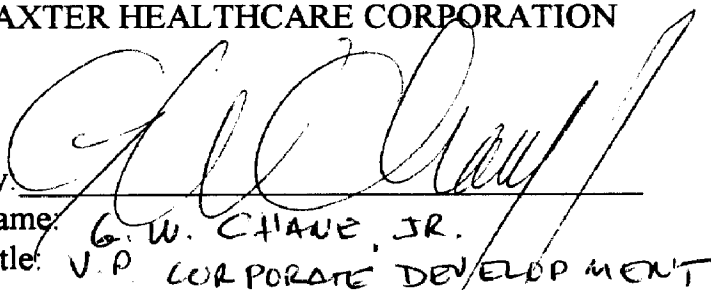
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AUTOMED TECHNOLOGIES, INC.

By:   
Name: CHARLES S. O'TOOLE  
Title: SECRETARY

Accepted and agreed to as of the day and year first above written.

BAXTER HEALTHCARE CORPORATION

By:   
Name: G.W. CHAVE, JR.  
Title: V.P. CORPORATE DEVELOPMENT

Schedule A  
to  
Trademark Security Agreement

Dated as of March 31, 1999

**Trademarks**

Registration Number	Name	Filing Date
1,970,530	OPTIFILL	July 18, 1994
2,030,836	OPTIFILL-II	July 17, 1995
2,129,315	OPTIFILL-II	October 10, 1995

**Trademark and Service Mark Applications**

Application Number	Name	Application Date
Class 10 No. 70656 (EC)	OPTIFILL	April 1, 1996
Class 9 No. 75/550,913 (U.S.) <sup>1</sup>	OPTIFILL-II	September 14, 1998
Class 9 No. 75/552,406 (U.S.)	QUICKSCRIPT	September 14, 1998

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<sup>1</sup> Refiled with the following description on January 27, 1999: "US Application for 'OPTIFILL', Class 9 No. 75/635045".

Schedule B

to

Trademark Security Agreement

Dated as of March 31, 1999

License Agreements

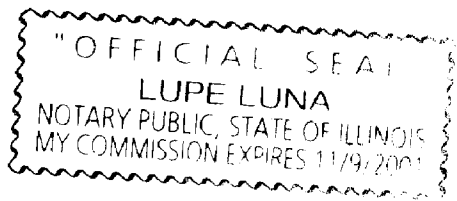
None.

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK         )

The foregoing Trademark Security Agreement was acknowledged before me this 31st day of March, 1999, by Charles J. O'Toole, a Secretary of Automated Technologies, Inc., a Delaware corporation, on behalf of such corporation.

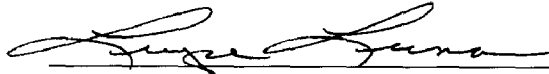


Notary Information:

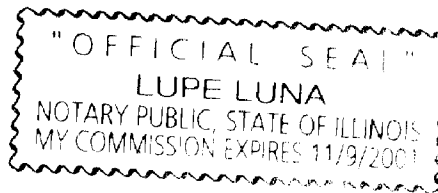


STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK         )

The foregoing Trademark Security Agreement was acknowledged before me this 31st day of March, 1999, by G.W. Chane, Jr., a Vice President Corporate Development of Baxter Healthcare Corporation, a Delaware corporation, on behalf of such corporation.



Notary Information:



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