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U.S. Patent & TMOfc/TM Mail Rcpt Dt. #51

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U.S. Department of Commerce Patent and Trademark Office

MARK FEE PROCESS. TRADEMARK

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6.24.99 RECORDATION FORM COVER SHEET TRADEMARKS ONLY TO A SHEET &			
TO: The Commissioner of Patents and Trademarks	: Please record the attached original document(s) or copy(ies).		
Submission Type	Conveyance Type		
New	Assignment License		
Resubmission (Non-Recordation) Document ID #	X Security Agreement Nunc Pro Tunc Assignment		
Correction of PTO Error	Merger Month Day Year		
Reel # Frame #	Change of Name		
Corrective Document			
Reel # Frame #	Other		
Conveying Party	Mark if additional names of conveying parties attached Execution Date Month Day Year		
Name Byram Healthcare Centers, Inc	c. 06 14 99		
Formerly			
Individual General Partnership	Limited Partnership X Corporation Association		
Other			
Citizenship/State of Incorporation/Organization			
	ation		
Receiving Party	Mark if additional names of receiving parties attached		
Receiving Party			
Receiving Party  Name Fleet Capital Corporation			
Receiving Party  Name Fleet Capital Corporation  DBA/AKA/TA			
Receiving Party  Name Fleet Capital Corporation  DBA/AKA/TA  Composed of			
Receiving Party  Name Fleet Capital Corporation  DBA/AKA/TA  Composed of  Address (line 1) 300 Galleria Parkway	Mark if additional names of receiving parties attached		
Receiving Party  Name Fleet Capital Corporation  DBA/AKA/TA  Composed of  Address (line 1) 300 Galleria Parkway  Address (line 2) Suite 800	Mark if additional names of receiving parties attached  Georgia 30339 State/Country Zip Code Limited Partnership If document to be recorded is an		
Receiving Party  Name Fleet Capital Corporation  DBA/AKA/TA  Composed of  Address (line 1) 300 Galleria Parkway  Address (line 2) Suite 800  Address (line 3) Atlanta  City  Individual General Partnership	Mark if additional names of receiving parties attached  Georgia  State/Country  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an		
Receiving Party  Name Fleet Capital Corporation  DBA/AKA/TA  Composed of  Address (line 1) 300 Galleria Parkway  Address (line 2) Suite 800  Address (line 3) Atlanta  City  Individual General Partnership  X Corporation Association	Mark if additional names of receiving parties attached  Georgia State/Country Limited Partnership 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.		
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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

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington 上所 2023

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FORM PTO- Expires 06/30/99 OMB 0651-0027	1618B	Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
Domestic R	Representative Name	and Address Enter for the first I	Receiving Party only.
Name			
Address (line 1)			
Address (line 2)			
Address (line 3)			
Address (line 4)			
Correspond	lent Name and Addre	SS Area Code and Telephone Number	212-424-8000
Name	Vivian Polak, Esq.		
Address (line 1)	LeBoeuf, Lamb, Gree	ene & MacRae, L.L.P.	
Address (line 2)	125 West 55th Stree	et	
Address (line 3)	New York, New York 10019		
Address (line 4)			
Pages	Enter the total number of including any attachmen	of pages of the attached conveyance d	ocument # 4
Trademark A	Application Number(s	s) or Registration Number(s)	Mark if additional numbers attached
	* *	r <u>or</u> the Registration Number (DO NOT ENTER BO	
Trac	lemark Application Num	ber(s) Regis	stration Number(s)
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Fee Amoun	t Fee Amou	nt for Properties Listed (37 CFR 3.41)	\$65.00
	•	nclosed $X$ Deposit Account $X$	
Deposit A (Enter for p		additional fees can be charged to the account.)	
		Deposit Account Number:	#
Authorization to charge additional fees: Yes No 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.			
		N D	( 1 1 2 2
Vivian Po			@ 23 99
Name	of Person Signing	Signature	Date Signed

FORM PTO-1618C Expires 06/30/99

# RECORDATION FORM COVER SHEET CONTINUATION TRADFMARKS ONLY

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

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Conveying Party  Mark if additional names of conveying parties attached  Execution Date  Month Day Year			
Name			
Formerly			
Individual General Partnership Limited Partnership Corporation Association			
Other			
Citizenship State of Incorporation/Organization			
Receiving Party Enter Additional Receiving Party  Mark if additional names of receiving parties attached			
Name			
DBA/AKA/TA			
Composed of			
Address (line 1)			
Address (line 2)			
Address (line 3)			
City  State/Country  Individual  General Partnership  Limited Partnership  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 the Assignment.)			
Citizenship/State of Incorporation/Organization			
Trademark Application Number(s) or Registration Number(s)  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)			

TRADEMARK

REEL: 001922 FRAME: 0250

### COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 14th day of June, 1999, by the undersigned, BYRAM HEALTHCARE CENTERS, INC., a New Jersey corporation ("Borrower") in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation ("Fleet"), as Agent (Fleet, acting in such capacity, herein sometimes called "Agent") for itself and all other Lenders from time to time party to the Credit Agreement defined below (the "Lenders");

#### **WITNESSETH THAT:**

WHEREAS, Borrower owns and uses, or will own and use within thirty (30) days of the date hereof, certain trademarks which are registered in the United States Patent and Trademark Office, all as more fully described on Exhibit "A", attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, the Lenders propose to make certain loans and advances to Borrower on the date hereof and hereafter, all pursuant to that certain Credit Agreement, dated as of even date herewith, among Borrower, the Affiliate Guarantors identified as such therein, the Lenders and Agent (hereinafter, together with any amendments, modifications or supplements thereto, called the "Credit Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, as a condition precedent to the extension of such financial accommodations to Borrower pursuant to the Credit Agreement, the Lenders have required that Borrower grant to Agent a security interest in and collateral assignment of the Trademark Rights;

NOW, THEREFORE, in order to induce the Lenders to consummate the financial accommodations to Borrower provided for in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants to Agent a security interest in, and makes to Agent a collateral assignment of, the entire right, title, and interest of Borrower in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to Agent for the payment of all Obligations to Lenders and Agent, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Credit Agreement and that certain Security Agreement, dated as of even date herewith, made by Borrower in favor of Agent (the "Security Agreement").

Notwithstanding the foregoing, unless and until Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Borrower shall own, and may use and enjoy the Trademark Rights in connection with its business operations.

Borrower further agrees (a) that Agent shall not have any obligation or responsibility to protect or defend the Trademark Rights and Borrower shall at its own expense protect, defend and maintain the same to the extent material to the conduct of its business, (b) that it shall forthwith advise Agent in writing of infringements of the Trademark Rights known by it and (c) that if Borrower fails to comply with the requirements of the preceding clause (a), during an Event of Default which continues uncured for ninety (90) days, Agent may do so in Borrower's name or in Agent's name but at Borrower's expense, and Borrower hereby agrees to reimburse Agent for all reasonable expenses, including attorneys, fees, incurred by Agent in protecting, defending and maintaining the Trademark Rights owned by Borrower.

The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Credit Agreement and the payment and satisfaction in full of the Obligations. At such time, Agent shall promptly execute and deliver to Borrower, or to a third party upon Borrower's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial code and (iii) any other documentation reasonably requested by Borrower, all as may be necessary to release Agent's interest in and to reconvey to Borrower or the Trademark Rights, all at the cost and expense of Borrower.

IN WITNESS WHEREOF, Borrower has caused this Agreement to be executed by its officers thereunto duly authorized as of the date first above written.

BYRAM HEALTHCARE CENTERS, INC.

Lawrence E. Janes

Chief Financial Officer

On this 14th day of June, 1999, before me appeared Lawrence E. Janes, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his capacity as Chief Financial Officer of BYRAM HEALTHCARE CENTERS, INC., who acknowledged that he signed same as his free act for and on behalf of the identified company with authority to do so.

Notary Public

EXPIRES
GEORGIA

# **EXHIBIT A**

Registration or

Application Number

"BYRAM" 2,004,071

**Trademark** 

"HEALTH PRODUCTS DEPOT" 1,783,022

06-24-1999

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

#### U.S. Patent & TMOfc/TM Mail Rcpt Dt. #51 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 Conveyance Type License New **Assignment** Resubmission (Non-Recordation) **Security Agreement Nunc Pro Tunc Assignment** Document ID # **Effective Date** Month Day Year **Correction of PTO Error** Merger Reel # Frame # Change of Name **Corrective Document** Reel # Frame # Other Conveying Party Mark if additional names of conveying parties attached **Execution Date** Month Day Year Byram Healthcare Centers, Inc. 14 99 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 Fleet Capital Corporation DBA/AKA/TA Composed of 300 Galleria Parkway Address (line 1) Address (line 2) Suite 800 Address (line 3) **Atlanta** Georgia 30339 State/Country Zip Code If document to be recorded is an Individual **Limited Partnership** General Partnership assignment and the receiving party is not domiciled in the United States, an Corporation Association appointment of a domestic representative should be attached. Other (Designation must be a separate

FOR OFFICE USE ONLY

Citizenship/State of Incorporation/Organization

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 (0851-0027), 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 , Washing人即以

REEL: 001922 FRAME: 0255

document from Assignment.)

FORM PTO- Expires 06/30/99 OMB 0651-0027	-1618B	Pa	age 2	U.S. Department of C Patent and Trademar TRADEMA	k Office
Domestic F	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)					
Correspond	dent Name a	nd Address Area Code a	nd Telephone Number	212-424-8000	
Name	Vivian Pol	ak, Esq.			
Address (line 1)	LeBoeuf, L	amb, Greene & MacRae,	L.L.P.		
Address (line 2)	125 West 55th Street				
Address (line 3)	New York,	New York 10019			
Address (line 4)					
Pages		I number of pages of the a	attached conveyance d	ocument # 4	
Trademark .	Application	Number(s) or Registra	tion Number(s)	Mark if additional numbers a	ttached
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<u> </u>			2004071		
			1783022		
Number of Properties Enter the total number of properties involved. # 2					
Fee Amoun	t	Fee Amount for Properties	Listed (37 CFR 3.41)	\$65.00	
Method o Deposit A	f Payment:	Enclosed X	Deposit Account		
		account or if additional fees can Deposit Accou		#	

**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.

Vivian	Polak,	Esq.

Name of Person Signing

Signature

Authorization to charge additional fees:

No

Yes

FORM PTO-1618C Expires 06/30/99 OMB 0651-0027

### **RECORDATION FORM COVER SHEET** CONTINUATION TRADEMARKS ONLY

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

Conveying Party  Enter Additional Conveying Party  Mark if additional names of conveying parties attached Execution Date Month Day Year
Name
Formerly
Individual General Partnership Limited Partnership Corporation Association
Other
Citizenship State of Incorporation/Organization
Receiving Party  Enter Additional Receiving Party  Mark if additional names of receiving parties attached
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DBA/AKA/TA
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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)

**TRADEMARK** 

**REEL: 001922 FRAME: 0257** 

## COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 14th day of June, 1999, by the undersigned, BYRAM HEALTHCARE CENTERS, INC., a New Jersey corporation ("Borrower") in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation ("Fleet"), as Agent (Fleet, acting in such capacity, herein sometimes called "Agent") for itself and all other Lenders from time to time party to the Credit Agreement defined below (the "Lenders");

#### **WITNESSETH THAT:**

WHEREAS, Borrower owns and uses, or will own and use within thirty (30) days of the date hereof, certain trademarks which are registered in the United States Patent and Trademark Office, all as more fully described on Exhibit "A", attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, the Lenders propose to make certain loans and advances to Borrower on the date hereof and hereafter, all pursuant to that certain Credit Agreement, dated as of even date herewith, among Borrower, the Affiliate Guarantors identified as such therein, the Lenders and Agent (hereinafter, together with any amendments, modifications or supplements thereto, called the "Credit Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, as a condition precedent to the extension of such financial accommodations to Borrower pursuant to the Credit Agreement, the Lenders have required that Borrower grant to Agent a security interest in and collateral assignment of the Trademark Rights;

NOW, THEREFORE, in order to induce the Lenders to consummate the financial accommodations to Borrower provided for in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants to Agent a security interest in, and makes to Agent a collateral assignment of, the entire right, title, and interest of Borrower in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to Agent for the payment of all Obligations to Lenders and Agent, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Credit Agreement and that certain Security Agreement, dated as of even date herewith, made by Borrower in favor of Agent (the "Security Agreement").

Notwithstanding the foregoing, unless and until Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Borrower shall own, and may use and enjoy the Trademark Rights in connection with its business operations.

Borrower further agrees (a) that Agent shall not have any obligation or responsibility to protect or defend the Trademark Rights and Borrower shall at its own expense protect, defend and maintain the same to the extent material to the conduct of its business, (b) that it shall forthwith advise Agent in writing of infringements of the Trademark Rights known by it and (c) that if Borrower fails to comply with the requirements of the preceding clause (a), during an Event of Default which continues uncured for ninety (90) days, Agent may do so in Borrower's name or in Agent's name but at Borrower's expense, and Borrower hereby agrees to reimburse Agent for all reasonable expenses, including attorneys, fees, incurred by Agent in protecting, defending and maintaining the Trademark Rights owned by Borrower.

The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Credit Agreement and the payment and satisfaction in full of the Obligations. At such time, Agent shall promptly execute and deliver to Borrower, or to a third party upon Borrower's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial code and (iii) any other documentation reasonably requested by Borrower, all as may be necessary to release Agent's interest in and to reconvey to Borrower or the Trademark Rights, all at the cost and expense of Borrower.

IN WITNESS WHEREOF, Borrower has caused this Agreement to be executed by its officers thereunto duly authorized as of the date first above written.

BYRAM HEALTHCARE CENTERS, INC.

Lawrence E. Janes

Chief Financial Officer

On this 14th day of June, 1999, before me appeared Lawrence E. Janes, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his capacity as Chief Financial Officer of BYRAM HEALTHCARE CENTERS, INC., who acknowledged that he signed same as his free act for and on behalf of the identified company with authority to do so.

Notary Public

EXPIRES
GEORGIA
JAN. 13, 2002

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# **EXHIBIT A**

Registration or Application Number

2,004,071 "BYRAM"

**Trademark** 

1,783,022 "HEALTH PRODUCTS DEPOT"



06-24-1999

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #51

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

# RECORDATION FORM COVER SHEET TRADFMARKS ONLY

TRADEMARKS ONLY			
TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).			
Submission Type	Conveyance Type		
New	Assignment License		
Resubmission (Non-Recordation) Document ID #	X Security Agreement Nunc Pro Tunc Assignment		
Correction of PTO Error  Merger  Effective Date  Month Day Year			
Reel # Frame # Corrective Document	Change of Name		
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Name Fleet Capital Corporation  DBA/AKA/TA			
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DBA/AKA/TA Composed of			
DBA/AKA/TA			
DBA/AKA/TA  Composed of			
Composed of  Address (line 1) 300 Galleria Parkway  Address (line 2) Suite 800  Address (line 3) Atlanta	Georgia 30339		
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Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Washiri (A) EMARK

**REEL: 001922 FRAME: 0262** 

Domestic Representative Name and Address   Enter for the first Receiving Party only.		FORM PTO- Expires 06/30/99 OMB 0651-0027	618B Page	2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
Address (line 1)  Address (line 4)  Correspondent Name and Address Area Code and Telephone Number 212-424-8000  Name Vivian Polak, Esq.  Address (line 4)  LeBoeuf, Lamb, Greene & MacRae, L.L.P.  Address (line 2) [125 West 55th Street]  Address (line 2) [125 West 55th Street]  Address (line 3) [Nev York, New York 10019]  Address (line 3) [Nev York, New York 10019]  Address (line 4) [125 West 55th Street]  Address (line 3) [Nev York, New York 10019]  Address (line 4) [125 West 55th Street]  Address (line 4) [125 West 55th Street]  Address (line 3) [Nev York, New York 10019]  Address (line 4) [125 West 55th Street]  Address (line 4) [125 West 55th Street]  Address (line 4) [126 West 55th Street]  Address (line 4) [126 West 55th Street]  Address (line 4) [127 West 55th Street 10019  Address (line 4) [127 West 55th Stree		Domostic Popresentative Name and Address			
Address (line 2)  Address (line 2)  Address (line 2)  Name   Vivian Polak, Esq.    Address (line 2)   LeBoeuf, Lamb, Greene & MacRae, L.L.P.    Address (line 2)   125 West 55th Street    Address (line 2)   125 West 55th Street    Address (line 2)   New York, New York 10019    Address (line 2)   Enter the total number of pages of the attached conveyance document   4    Including any attachments.    Trademark Application Number(s) or Registration Number(s)   Mark if additional numbers attached    Enter either the Trademark Application Number(s)   Registration Number(s)    Trademark Application Number(s)   Registration Number(s)    Registration Number(s)   Registration Number(s)    Registration Number(s)   1783022		Name			
Address (line 3)  Address (line 4)  Correspondent Name and Address Area Code and Telephone Number 212-424-8000  Name Vivian Polak, Esq.  Address (line 2) LeBoeuf, Lamb, Greene & MacRae, L.L.P.  Address (line 2) 125 West 55th Street  Address (line 2) 125 West 55th Street  Address (line 2) New York, New York 10019  Address (line 3) New York, New York 10019  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 (g. Not ENTER BOTH numbers for the same property).  Trademark Application Number(s) Registration Number(s)  Registration Number (s)  Registration N		Address (line 1)			
Address (line 4)  Correspondent Name and Address Area Code and Telephone Number 212-424-8000  Name Vivian Polak, Esq.  Address (line 2) LeBoeuf, Lamb, Greene & MacRae, L.L.P.  Address (line 2) 125 West 55th Street  Address (line 2) 125 West 55th Street  Address (line 2) 125 West 55th Street  Address (line 2) New York, New York 10019  Address (line 4)  Pages Enter the total number of pages of the attached conveyance document # 4  Enter either the Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached Enter either the Trademark Application Number of the Registration Number (DO NOT ENTER BOTH numbers for the same property).  Trademark Application Number(s) Registration Number(s) Registration Number(s) 1783022		Address (line 2)			
Correspondent Name and Address  Name   Vivian Polak, Esq.    Address (Ine 2)   LeBoeuf, Lamb, Greene & MacRae, L.L.P.    Address (Ine 2)   125 West 55th Street    Address (Ine 2)   New York, New York 10019    Address (Ine 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 (IDO NOT ENTER BOTH numbers for the same property).    Trademark Application Number(s)   Registration Number(s)   Registration Number(s)    Interest the Trademark Application Number (IDO NOT ENTER BOTH numbers for the same property).    Trademark Application Number(s)   Registration Number(s)    Interest the total number of properties involved.   \$\frac{1}{2}\$    Fee Amount   Fee Amount for Properties Listed (37 CFR 3.41): \$\frac{5}{2}\$    Method of Payment:   Enclosed   \overline{X}\$   Deposit Account    Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)    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.  Vivian Polak, Esq.		Address (line 3)			
Name   Vivian Polak, Esq.   Address (line 1)   LeBoeuf, Lamb, Greene & MacRae, L.L.P.    Address (line 2)   125 West 55th Street    Address (line 3)   New York, New York 10019    Address (line 3)   New York, New York 10019    Address (line 4)   Pages   Enter the total number of pages of the attached conveyance document   fincluding any attachments.    Trademark Application Number(s) or Registration Number(s)   Mark if additional numbers attached    Enter either the Trademark Application Number gt the Registration Number (DO NOT ENTER BOTH numbers for the same property).    Trademark Application Number(s)   Registration Number(s)    Trademark Application Number(s)   2004071		Address (line 4)			
Address (line 2) LeBoeuf, Lamb, Greene & MacRae, L.L.P.  Address (line 2) 125 West 55th Street  Address (line 2) 125 West 55th Street  Address (line 3) New York, New York 10019  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 of the Registration Number (DO NOT ENTER BOTH numbers for the same property).  Trademark Application Number(s) Registration Number(s) 2004071  Trademark Application Number(s) Registration Number(s) Registration Number(s) 2004071  Trademark Application Number(s) Registration Number(s) Registration Number(s) Registration Number(s) 2004071  Trademark Application Number(s) Registration Number(s) Registrati		Correspond	ent Name and Address Area Code and I	elephone Number 212-424-80	000
Address (line 2)		Name	Vivian Polak, Esq.		
Address (line 4)  Pages		Address (line 1)	LeBoeuf, Lamb, Greene & MacRae, L.	L.P.	
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 of the Registration Number (DO NOT ENTER BOTH numbers for the same property).  Trademark Application Number(s) Registration Number (DO NOT ENTER BOTH numbers for the same property).  Trademark Application Number(s) Registration Number(s)  2004071  1783022  Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$65.00  Method of Payment: Enclosed X 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.  Vivian Polak, Esq.		Address (line 2)	125 West 55th Street		
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Number of Properties Enter the total number of properties involved. # 2  Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 65.00  Method of Payment: Enclosed X Deposit Account Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  Deposit Account Number: # 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.  Vivian Polak, Esq.					• • •
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				anature Ø	Date Signed

FORM PTO-1618C Expires 06/30/99 OMB 0651-0027

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

Conveying Party Enter Additional Conveying Party	Mark if additional names of conveying parties attached  Execution Date  Month Day Year		
Name	monar Day Tea		
Formerly			
Individual General Partnership	Limited Partnership Corporation Association		
Other			
Citizenship State of Incorporation/Organization			
Receiving Party Enter Additional Receiving Party	Mark if additional names of receiving parties attached		
Name			
DBA/AKA/TA			
Composed of			
Address (line 1)			
Address (line 2)			
Address (line 3)			
Individual General Partnership	State/Country Zip Code  Limited Partnership If document to be recorded is an		
Corporation Association	assignment and the receiving party is not domiciled in the United States, an appointment of a domestic		
Other	representative should be attached (Designation must be a separate document from the Assignment.)		
Citizenship/State of Incorporation/Organization			
Trademark Application Number(s) or Designation Number(s)			
• •	GISTRATION NUMBER(S) Mark if additional numbers attached istration Number (DO NOT ENTER BOTH numbers for the same property).		
Trademark Application Number(s)	Registration Number(s)		

# **COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 14th day of June, 1999, by the undersigned, BYRAM HEALTHCARE CENTERS, INC., a New Jersey corporation ("Borrower") in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation ("Fleet"), as Agent (Fleet, acting in such capacity, herein sometimes called "Agent") for itself and all other Lenders from time to time party to the Credit Agreement defined below (the "Lenders");

#### **WITNESSETH THAT:**

WHEREAS, Borrower owns and uses, or will own and use within thirty (30) days of the date hereof, certain trademarks which are registered in the United States Patent and Trademark Office, all as more fully described on Exhibit "A", attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, the Lenders propose to make certain loans and advances to Borrower on the date hereof and hereafter, all pursuant to that certain Credit Agreement, dated as of even date herewith, among Borrower, the Affiliate Guarantors identified as such therein, the Lenders and Agent (hereinafter, together with any amendments, modifications or supplements thereto, called the "Credit Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, as a condition precedent to the extension of such financial accommodations to Borrower pursuant to the Credit Agreement, the Lenders have required that Borrower grant to Agent a security interest in and collateral assignment of the Trademark Rights;

NOW, THEREFORE, in order to induce the Lenders to consummate the financial accommodations to Borrower provided for in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants to Agent a security interest in, and makes to Agent a collateral assignment of, the entire right, title, and interest of Borrower in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to Agent for the payment of all Obligations to Lenders and Agent, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Credit Agreement and that certain Security Agreement, dated as of even date herewith, made by Borrower in favor of Agent (the "Security Agreement").

Notwithstanding the foregoing, unless and until Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Borrower shall own, and may use and enjoy the Trademark Rights in connection with its business operations.

Borrower further agrees (a) that Agent shall not have any obligation or responsibility to protect or defend the Trademark Rights and Borrower shall at its own expense protect, defend and maintain the same to the extent material to the conduct of its business, (b) that it shall forthwith advise Agent in writing of infringements of the Trademark Rights known by it and (c) that if Borrower fails to comply with the requirements of the preceding clause (a), during an Event of Default which continues uncured for ninety (90) days, Agent may do so in Borrower's name or in Agent's name but at Borrower's expense, and Borrower hereby agrees to reimburse Agent for all reasonable expenses, including attorneys, fees, incurred by Agent in protecting, defending and maintaining the Trademark Rights owned by Borrower.

The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Credit Agreement and the payment and satisfaction in full of the Obligations. At such time, Agent shall promptly execute and deliver to Borrower, or to a third party upon Borrower's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial code and (iii) any other documentation reasonably requested by Borrower, all as may be necessary to release Agent's interest in and to reconvey to Borrower or the Trademark Rights, all at the cost and expense of Borrower.

IN WITNESS WHEREOF, Borrower has caused this Agreement to be executed by its officers thereunto duly authorized as of the date first above written.

BYRAM HEALTHCARE CENTERS, INC.

Lawrence E. Janes

Chief Financial Officer

On this 14th day of June, 1999, before me appeared Lawrence E. Janes, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his capacity as Chief Financial Officer of BYRAM HEALTHCARE CENTERS, INC., who acknowledged that he signed same as his free act for and on behalf of the identified company with authority to do so.

OTARY OF THE SECOND STATE OF THE SECOND STATE

Notary Public

# **EXHIBIT A**

Registration or Application Number

2,004,071 "BYRAM"

**Trademark** 

1,783,022 "HEALTH PRODUCTS DEPOT"

> **TRADEMARK REEL: 001922 FRAME: 0268**

RECORDED: 06/24/1999