



07-01-1999

U.S. Department of Commerce
Patent and Trademark Office

06-24-1999

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



TRADEMARK FEE PROCESS RECEIVED

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6.24.99

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

- 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

Name Execution Date
Month Day Year

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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

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.)

06/30/1999 DNGUYEN 00000245 2004071
01 FC:481 40.00 OP
02 FC:482 25.00 OP

FOR OFFICE USE ONLY

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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

REEL: 001922 FRAME: 0248

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)

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Pages

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

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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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Registration Number(s)

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<input type="text" value="1783022"/>	<input type="text"/>	<input type="text"/>
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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.

Name of Person Signing

Signature

Date Signed

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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Execution Date
Month Day Year

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Formerly

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Other

Citizenship State of Incorporation/Organization

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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.

By: 

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.

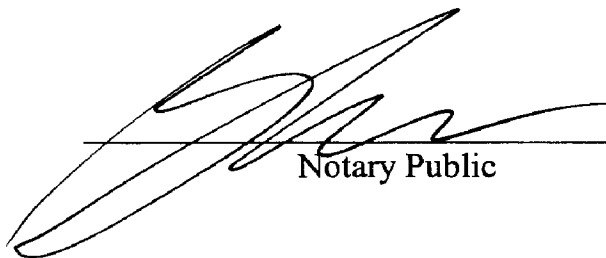

Notary Public



EXHIBIT A

<u>Trademark</u>	<u>Registration or Application Number</u>
"BYRAM"	2,004,071
"HEALTH PRODUCTS DEPOT"	1,783,022



06-24-1999

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

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Name

DBA/AKA/TA

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REEL: 001922 FRAME: 0255

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)

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Trademark Application Number(s)

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Number of Properties

Enter the total number of properties involved.

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Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

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Method of Payment:

Enclosed

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(Enter for payment by deposit account or if additional fees can be charged to the account.)

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Authorization to charge additional fees:

Yes

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Statement and Signature

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Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

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Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

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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.

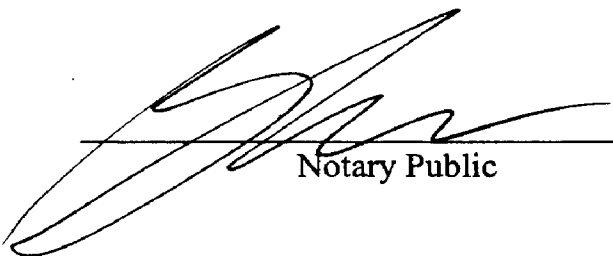
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BYRAM HEALTHCARE CENTERS, INC.

By: 

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

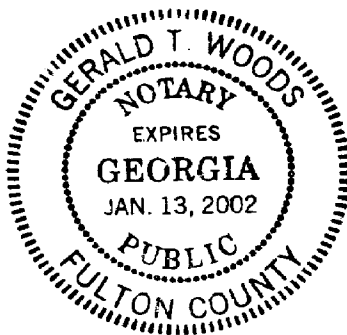


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"HEALTH PRODUCTS DEPOT"	1,783,022



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Vivian Polak, Esq.

8/23/99

Name of Person Signing

Signature

Date Signed

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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.

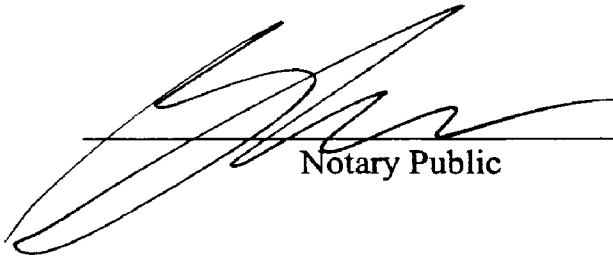
IN WITNESS WHEREOF, Borrower has caused this Agreement to be executed by its officers thereunto duly authorized as of the date first above written.

BYRAM HEALTHCARE CENTERS, INC.

By:  _____

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

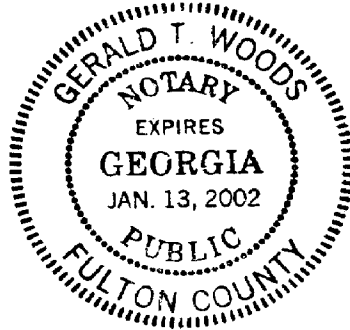


EXHIBIT A

<u>Trademark</u>	<u>Registration or Application Number</u>
"BYRAM"	2,004,071
"HEALTH PRODUCTS DEPOT"	1,783,022