

10-31-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Bio Partners In Care, Inc. 1640 Century Center Parkway, Suite 101 Memphis, TN 38134

2. Name and address of receiving party(ies) Name: Bank of America, N.A., as Collateral Agent Internal Address: Street Address: 231 LaSalle Street City: Chicago State: IL Zip: 60697

3. Nature of conveyance: [X] Other Notice of Grant of Security Interest Execution Date: June 13, 2002

[X] Other National Banking Association If assignee is not domiciled in the United States, a domestic representative designation is attached: [X] No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/933,216, 75/901,695

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Steven D. Thomas Internal Address: Moore & Van Allen, PLLC Street Address: 2200 West Main Street Suite 800 City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: 02 7. Total fee (37 CFR 3.41): \$ 65.00 [X] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 50-2316

FINANCE SECTION 10/25 AM 8:46

DO NOT USE THIS SPACE

9. Signature.

Steven D. Thomas Name of Person Signing

[Signature] Signature

October 25, 2002 Date

04

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

10/30/2002 DBYRHE 00000023 75933216

01 FC:0521 02 FC:0522

40.00 OP 25.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

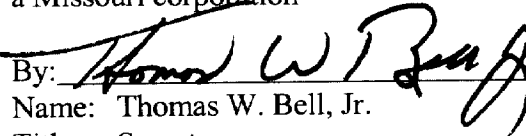
Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement (the "Security Agreement") dated as of June 13, 2002 among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

BIO PARTNERS IN CARE, INC.,
a Missouri corporation

By: 
Name: Thomas W. Bell, Jr.
Title: Secretary

Grantor's Address:
1640 Century Center Parkway, Suite 101
Memphis, TN 38134
Attention: Joel R. Kimbrough, Chief Financial Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:
Title:

NOTICE
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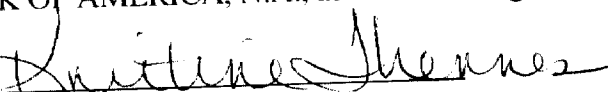
BIO PARTNERS IN CARE, INC.,
a Missouri corporation

By: _____
Name: Thomas W. Bell, Jr.
Title: Secretary

Grantor's Address:
1640 Century Center Parkway, Suite 101
Memphis, TN 38134
Attention: Joel R. Kimbrough, Chief Financial Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Kristine Thennes
Title: Vice President

SCHEDULE 1
TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

BIO PARTNERS IN CARE, INC.
(MISSOURI CORPORATION)

U.S. Trademark Pending Applications

| Mark | Serial No. | Filing Date |
|---------------------|------------|-------------|
| BIOPARTNERS IN CARE | 75-933,216 | 03/02/00 |
| BIO-FEEDBACK | 75-901,695 | 01/24/00 |