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06-02-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

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

1. Name of conveying party(ies): PROMEDEX, INC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, as Collateral Agent Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State NY Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: April 27, 2004

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

A. Trademark Application No.(s) PLEASE SEE SCHEDULE 1 ATTACHED.

B. Trademark Registration No.(s) PLEASE SEE SCHEDULE 1 ATTACHED.

Additional number(s) attached Yes No

2311095

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Taline N. Aynilian

Name of Person Signing

Signature

5/27/04

Date

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

06/02/2004 LINDLELL 0000022 2311085

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

01 FC:8521 02 FC:8522

40.00 OP 75.00 OP

TRADEMARK REEL: 002978 FRAME: 0605

**SCHEDULE 1**  
**TRADEMARKS**

**Owner: Promedex, Inc.**

<b>Mark</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
Design Only	January 25, 2000	2,311,085
MANAGING FOR TOMORROW	August 1, 2000	2,372,279
SMOKE-FREE TOMORROW	October 10, 2000	2,393,132
NETCARE	December 10, 2002	2,657,486

**Annex I to the  
Guarantee and  
Collateral Agreement**

SUPPLEMENT NO. 4 dated as of April 27, 2004, to the Guarantee and Collateral Agreement dated as of February 5, 2003, among SHPS, Inc., a Florida corporation (the "*Borrower*"), SHPS Holdings, Inc., a Delaware corporation ("*Holdings*"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "*Subsidiary Grantor*" and collectively, the "*Subsidiary Grantors*"; the Subsidiary Grantors, Holdings and the Borrower are referred to collectively herein as the "*Grantors*") and JPMORGAN CHASE BANK, a New York banking corporation ("JPMCB"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of February 5, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*"), and JPMCB, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*") and Collateral Agent and (b) the Guarantee and Collateral Agreement dated as of February 5, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), among Holdings, the Borrower, the Subsidiary Grantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.16 of Guarantee and Collateral Agreement provides that additional Subsidiaries of the Borrower may become Grantors under the Guarantee and Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the. Guarantee and Collateral Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, the New Grantor by its signature below becomes a Grantor, Pledgor and Grantor under the Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Grantor, Pledgor and Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Guarantee and Collateral Agreement applicable to it as a Grantor, Pledgor and Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor, Pledgor and Grantor thereunder are true and correct on and as

of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Guarantee and Collateral Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Guarantee and Collateral Agreement) of the New Grantor. Each reference to a "Grantor" in the Guarantee and Collateral Agreement shall be deemed to include the New Grantor. The Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Guarantee and Collateral Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Guarantee and Collateral Agreement. All communications and

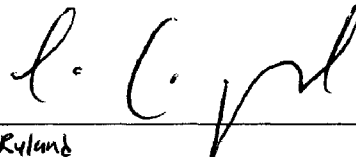
notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

PROMEDEX, INC.,

by



Name: *Mark A. Ryland*

Title: *CFD*

Address:

JPMORGAN CHASE MANHATTAN,  
as Collateral Agent,

by

Name:

Title:

notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

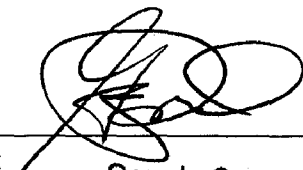
PROMEDEX, INC.,

by

\_\_\_\_\_  
Name:  
Title:  
Address:

JPMORGAN CHASE MANHATTAN,  
as Collateral Agent,

by

  
\_\_\_\_\_  
Name: Gary L. Spevack  
Title: Vice President  
JPMorgan Chase Bank

**Schedule I  
to Supplement No. 4 to  
the Guarantee and  
Collateral Agreement**

**LOCATION OF COLLATERAL**

**Promedex, Inc.**

All Collateral	4151 Ashford Dunwoody Rd., Suite 505, Atlanta 30319
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**PLEDGED SECURITIES OF THE NEW PLEDGOR**

EQUITY INTERESTS

Promedex, Inc.	2	Landacorp, Inc.	1,000 Common Shares	100%

DEBT SECURITIES

None.

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