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Patent and Trademark Office

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to the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

Name of conveying party(ies): CLEARIDGE, INC.

- Individual
- General Partnership
- Corporate-State TENNESSEE
- Other

- Association
- Limited Partnership

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

Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: AUGUST 28, 1997

2. Name and address of receiving party(ies):

Name: CORESTATES BANK, N.A.

Internal Address:

Street Address: 1339 CHESTNUT STREET

City: PHILADELPHIA State: PA ZIP: 19107

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporate-State
- Other BANK

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

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

Trademark Application No.(s)

B. Trademark registration No.(s)

1,772,528

TM

Additional numbers attached? Yes No

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

Name: PAUL A. PATTERSON, ESQUIRE

Internal Address: STRADLEY RONON STEVENS & YOUNG, LLP

Street Address: 2600 ONE COMMERCE SQUARE

City: PHILADELPHIA State: PA ZIP: 19103

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

NOT APPLICABLE

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

DO NOT USE THIS SPACE

UOE

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.

PAUL A. PATTERSON

Name of Person Signing

Paul A. Patterson / ceu

Signature

2/13/98

Date

Total number of pages comprising cover sheet: 1

MB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
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TRADEMARK

REEL: 1732 FRAME: 0185

ASSIGNMENT OF UNITED STATES
TRADEMARK AND TRADEMARK REGISTRATION

KNOW ALL PERSONS BY THESE PRESENTS, that on this 28th day of August, 1997, the undersigned, CLEARIDGE, INC., a Tennessee corporation with its principal office at 2710 Landers Avenue, Nashville, Tennessee 37211 (the "Assignor"), for good and valuable consideration, and intending to be legally bound, does hereby grant a security interest in and does also sell, transfer, assign and convey to CORESTATES BANK, N.A., a national banking association with offices at 1339 Chestnut Street, Philadelphia, Pennsylvania 19107 (the "Assignee"), its successors and assigns, all of its right, title and interest in and to the trademark rights identified in the schedule attached hereto as Exhibit A, together with the goodwill of the business connected with the use and symbolized by such trademark rights.

The Assignor further assigns and grants to the Assignee the right to sue (in its own name or, if required by law, jointly with the Assignor) and recover damages for past, present or future infringement of such trademark rights.

This assignment is given pursuant to and under the terms and conditions of the Loan and Security Agreement and the Security Agreement (Accounts, Inventory and Equipment), both of even date with this assignment, by and between the Assignor and the Assignee.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed as of the day and year first above written.

Attest:

CLEARIDGE, INC.

By:



(Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On the 28 day of August, 1997, before, appeared James Powers,
Clearidge Inc and acknowledged that he is the Chairman
of Clearidge, Inc., a Tennessee corporation, and that he, as such
officer, being authorized to do so, executed the foregoing
Assignment in the name of and on behalf of the said corporation for
the purposes therein contained.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Notarial Seal
Christina V. Scimeca, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Jan. 31, 2000
Member, Pennsylvania Association of Notaries


Notary Public

EXHIBIT A

<u>Trademark</u>	<u>Registration Date</u>	<u>U.S. Registration No.</u>
Clearidge	May 18, 1993	1,772,528

191402.1

RECORDED: 02/17/1998

TRADEMARK
REEL: 1732 FRAME: 0188