

08-03-1998

MED
7-29-98



RE:

100780141

ET

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
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name MEDIQ/PRN Life Support Services, Inc.

05291998

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name BANQUE NATIONALE DE PARIS

DBA/AKA/TA _____

Composed of _____

Address (line 1) 499 Park Avenue

Address (line 2) _____

Address (line 3) New York

City

New York

State/Country

10022

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization France

08/03/1998 TTON11 0000006 2068950

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
325.00 DP

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 ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box 151, Washington, D.C. 20231

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)

Address (line 3)

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 or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75373953"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="2068950"/>	<input type="text" value="1934805"/>	<input type="text" value="1865233"/>
<input type="text" value="1944054"/>	<input type="text" value="1932222"/>	<input type="text" value="1856228"/>
<input type="text" value="2055772"/>	<input type="text" value="1917467"/>	<input type="text" value="1856227"/>

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.) #

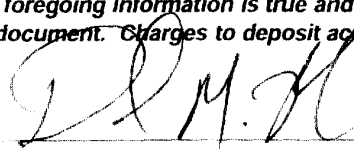
Deposit Account Number:

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.

David M. Klein
Name of Person Signing


Signature

7/24/98
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

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

Zip Code

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.)
 Corporation Association
 Other

Citizenship/State of Incorporation/Organization

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)

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated May 29, 1998, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of BANQUE NATIONALE DE PARIS ("BNP"), as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, MEDIQ/PRN Life Support Services, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of May 29, 1998 (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with BNP, as Administrative Agent, Swing Line Bank, Initial Issuing Bank and Arranger, NationsBank, N.A., as Syndication Agent, and Credit Suisse First Boston, as Documentation Agent and the Lender Parties party thereto. Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement each Grantor shall have executed that certain Security Agreement by and among the Grantors and the Administrative Agent dated as of May 29, 1998 (as may be amended, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in certain intellectual property of Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental entities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) The United States, international, and foreign patents, patent applications, and patent licenses set forth on Exhibit A hereto including reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit B hereto (the "Trademarks");

(iii) The copyrights, associated United States and foreign copyright applications and registrations, and copyright licenses set forth on Exhibit C hereto (the "Copyrights");

(iv) any and all causes of action for past, present and future infringement or breach of the Patents, Trademarks and Copyrights, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach; and

(v) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MEDIQ/PRN LIFE SUPPORT SERVICES, INC.

By  _____

Name: Alan Einhorn

Title: Vice President & General Counsel

Address of Chief Executive Office and for Notices:
One MEDIQ Plaza
Pennsauken, NJ 08110
Attention: Chief Financial Officer

MEDIQ INVESTMENT SERVICES, INC.


By  _____

Name: Alan Einhorn

Title: Vice President & General Counsel

Address of Chief Executive Office and for Notices:
1403 Faulk Road, Suite 102
Wilmington, DE 19803
Attention: Chief Financial Officer

MEDIQ MOBILE X-RAY SERVICES, INC.

By  _____

Name: Alan Einhorn

Title: Vice President & General Counsel

Address of Chief Executive Office and for Notices:
One MEDIQ Plaza
Pennsauken, NJ 08110
Attention: Chief Financial Officer

MEDIQ MANAGEMENT SERVICES, INC.

By  _____

Name: Alan Einhorn

Title: Vice President & General Counsel


Address of Chief Executive Office and for Notices:

One MEDIQ Plaza

Pennsauken, NJ 08110

Attention: Chief Financial Officer

MEDIQ IMAGING SERVICES, INC.

By  _____

Name: Alan Einhorn

Title: Vice President & General Counsel

Address of Chief Executive Office and for Notices:

One MEDIQ Plaza

Pennsauken, NJ 08110

Attention: Chief Financial Officer

VALUE-MED PRODUCTS, INC.

By  _____

Name: Alan Einhorn

Title: Vice President & General Counsel

Address of Chief Executive Office and for Notices:

One MEDIQ Plaza

Pennsauken, NJ 08110


Attention: Chief Financial Officer

AMERICAN CARDIOVASCULAR IMAGING LABS,
INC.

By  _____

Name: Alan Einhorn
Title: Vice President & General Counsel
Address of Chief Executive Office and for Notices:
One MEDIQ Plaza
Pennsauken, NJ 08110
Attention: Chief Financial Officer

MEDIQ DIAGNOSTIC CENTERS, INC.

By  _____

Name: Alan Einhorn
Title: Vice President & General Counsel

Address of Chief Executive Office and for Notices:
One MEDIQ Plaza
Pennsauken, NJ 08110
Attention: Chief Financial Officer

MEDIQ DIAGNOSTIC CENTERS-I, INC.

By  _____

Name: Alan Einhorn
Title: Vice President & General Counsel

Address of Chief Executive Office and for Notices:
One MEDIQ Plaza
Pennsauken, NJ 08110
Attention: Chief Financial Officer

MDTC HADDON, INC.

By  _____

Name: Alan Einhorn
Title: Vice President & General Counsel

Address of Chief Executive Office and for Notices:
One MEDIQ Plaza
Pennsauken, NJ 08110
Attention: Chief Financial Officer

SCHEDULE

A. Trademarks

U.S. Trademark Registrations:

<u>Owner</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MEDIQ/PRN Life Support Services, Inc.	SPECTRACAIR	2,068,950	June 10, 1997
MEDIQ/PRN Life Support Services, Inc.	CAMP	1,944,054	December 26, 1995
MEDIQ/PRN Life Support Services, Inc.	TELSTAR	2,055,772	April 22, 1997
MEDIQ/PRN Life Support Services, Inc.	TRACKSTAR	1,934,805	November 14, 1995
*MEDIQ/PRN Life Support Services, Inc.	SYNERGY	1,932,222	October 31, 1995
*MEDIQ/PRN Life Support Services, Inc.	F.A.S.T. THE FUTURE OF AIR THERAPY	1,917,467	September 5, 1995
*MEDIQ/PRN Life Support Services, Inc.	COMFORT CARE & Design	1,865,233	November 29, 1994
*MEDIQ/PRN Life Support Services, Inc.	RT-2000	1,856,228	September 27, 1994
*MEDIQ/PRN Life Support Services, Inc.	PRO-2000	1,856,227	September 27, 1994
*MEDIQ/PRN Life Support Services, Inc.	THERADERM	1,739,066	December 8, 1992
*MEDIQ/PRN Life Support Services, Inc.	PNEU-CARE	1,678,996	March 10, 1992
*MEDIQ/PRN Life Support Services, Inc.	MAPP	1,693,726	June 9, 1992
Value-Med Products, Inc.	VALU-MED	2,053,490	April 15, 1997

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TRADEMARK
REEL: 1762 FRAME: 0494

U.S. Trademark Applications:

<u>Owner</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
*MEDIQ/PRN Life Support Services, Inc.	MAPP	75/373,953	October 16, 1997

*These marks were acquired by Mediq/PRN Life Support Services, Inc. pursuant to an Asset Purchase Agreement dated May , 1998 between Mediq/PRN Life Support Services, Inc. and CH Administration, Inc. and various other parties.

B. Patents**U.S. Patents:**

<u>Owner</u>	<u>Title</u>	<u>U.S. Patent Number</u>	<u>Issue Date</u>
MEDIQ/PRN Life Support Services, Inc.	AIR-OPERATED BODY SUPPORT DEVICE	4,962,552	October 16, 1990
	AIR SUPPORT BED WITH PATIENT MOVEMENT OVERLAY	5,103,519	April 14, 1992
	AIR-OPERATED BODY SUPPORT DEVICE	4,953,247	September 4, 1990
	AIR MATTRESS OVERLAY FOR LATERAL PATIENT ROLL	5,092,007	March 3, 1992
	PORTABLE SCALE	5,393,935	February 28, 1995

Foreign Patents:

<u>Owner</u>	<u>Title</u>	<u>Patent Number</u>	<u>Jurisdiction</u>	<u>Issue Date</u>
MEDIQ/PRN Life Support Services, Inc.	AIR-OPERATED BODY SUPPORT DEVICE	EP341570	EP	24 Aug 1994
		DE68917637	Germany	29 Sep 1994
		ES2057011	Spain	16 Oct 1994

All patent rights were acquired by Mediq/PRN Life Support Services, Inc. pursuant to an Asset Purchase Agreement dated May , 1998 between Mediq/PRN Life Support Services, Inc. and CH Administration, Inc., and various other parties.

SHEARMAN & STERLING

FAX: 212-848-7179
212-848-7181
TELEX: 667290 WUJ

599 LEXINGTON AVENUE
NEW YORK, N.Y. 10022-6069
212 848-4000

ABU DHABI
BEIJING
DÜSSELDORF
FRANKFURT
HONG KONG
LONDON
NEW YORK
PARIS
SAN FRANCISCO
SINGAPORE
TOKYO
TORONTO
WASHINGTON, D.C.

WRITER'S DIRECT NUMBER:

212-848-4882

July 24, 1998

Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231

Re: Recordation of Security Agreement for Trademarks in favor of
BANQUE NATIONALE DE PARIS
Our Ref: 590/93

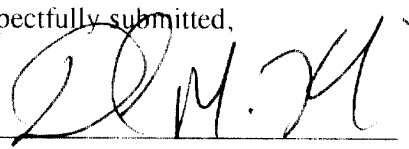
Sir:

Enclosed for recording is a Security Agreement for Trademarks from
MEDIQ/PRN Life Support Services, Inc. and VALUE-MED PRODUCTS, INC. to BANQUE
NATIONALE DE PARIS. Also enclosed is our check for \$365.00 to cover the recording fees
and a Recordation Cover Sheet. If our check is missing or otherwise insufficient, or if any
additional fees are required, please charge (or credit any overpayment) to Deposit Account No.
50-0324.

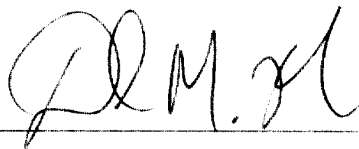
Please return the recorded Security Agreement to the undersigned.

Respectfully submitted,

By:


David M. Klein, Esq
SHEARMAN & STERLING
599 Lexington Avenue
New York, NY 10022
(212) 848-4000

I hereby certify that this correspondence is being deposited with
the United States Postal Service as first class mail in an envelope
addressed to the Honorable Commissioner of Patents and
Trademarks, Washington, D.C. 20231, on July 24, 1998.



Enclosure

NYDOCS04/124464

RECORDED: 07/29/1998

TRADEMARK
REEL: 1762 FRAME: 0496