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08-06-1998



100786282

COVER SHEET
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To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):

Medical Companies Alliance, Inc.

- Individual(s)
- General Partnership
- Corporation-State Utah
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: July 30, 1998

2. Name and address of receiving party(ies)

Name: Antares Leveraged Capital Corp., as Agent

Internal Address: 2725

Street Address: 311 S. Wacker Drive

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship
- Association

- General Partnership
- Limited Partnership
- Corporation State Delaware
- Other

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

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

A. Trademark Application No.(s)

See Attached Schedule 1

B. Trademark Registration No.(s)

See Attached Schedule 1

Additional numbers attached? Yes No

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

Name: Elizabeth Burns

Internal Address: Latham & Watkins
Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

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

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DO NOT USE THIS SPACE

01 EC:481 40.00 DP
02 EC:482 75.00 DP

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.

Elizabeth Burns
Name of Person Signing

Elizabeth Burns
Signature

August 4, 1998
Date

Total number of pages including cover sheet, attachments, and document: 7

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

Schedule 1

[to Medical Companies Alliance, Inc. Trademark Agreement]

1. Medical Companies Alliance, Inc. has obtained federal trademark registration of the mark and accompanying log "MCA." Registration No. 1,897,714, issued June 6, 1994.
2. Medical Companies Alliance, Inc. has obtained federal trademark registration of the mark "Gem Alliance Brand." Registration No. 1,948,923, issued January 16, 1996.
3. Medical Companies Alliance, Inc. claims common law trademark rights in the marks "Medical Companies Alliance" and "Collective Strength . . . A Powerful Alliance."

TRADEMARK SECURITY AGREEMENT

WHEREAS, MEDICAL COMPANIES ALLIANCE, INC., a Utah corporation ("Grantor"), owns the Trademarks (as defined below), Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, HTD Management, Inc., as Borrower ("Borrower"), has entered into a Credit Agreement dated as of July 30, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Leveraged Capital Corp., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders") and as a Lender, and the other Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Guaranty dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), by Grantor and certain other subsidiaries of Borrower in favor of Agent and the Lenders, Grantor has guaranteed the "Obligations" (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, certain other subsidiaries of Borrower and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired "Trademarks" (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license;

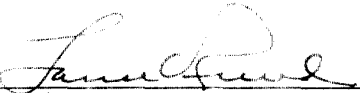
but excluding from Trademark Collateral any "intent to use" Trademark registration or application to the extent that the granting of a security interest therein is prohibited by applicable law.

This security interest is granted in conjunction with the security interests granted by Grantor to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

[remainder of page intentionally blank]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 30 day of July, 1998.

MEDICAL COMPANIES ALLIANCE, INC.,
a Utah corporation

By: 
Name: LANCE C RUD
Title: VICE PRESIDENT

Acknowledged:

ANTARES LEVERAGED CAPITAL CORP.,
a Delaware corporation, as Agent

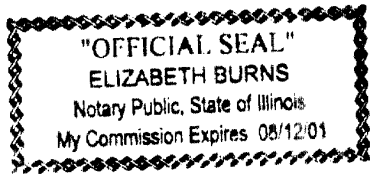
By: 
Name: ERIC HANSEN
Title: DIRECTOR

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DePage)

On the 30 day of July, 1998, before me personally appeared LANCE O. RYAN, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he/she is Vice President of Medical Companies Alliance, Inc., a Utah corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Elizabeth J. Burns
Notary Public



My commission expires:

8/12/2001

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