

08-10-1998

COVER SHEET
FILE

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100789429

attached original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):

Megatech Medical, Inc.

- Individual(s)
- General Partnership
- Corporation-State - Maryland
- 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

1930021

6. Total number of applications and registrations involved:

2

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

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

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

08/07/1998 JSRABBAZZ 00000050 1930021

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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 MegaTech Medical, Inc. Trademark Agreement]

1. MegaTech Medical, Inc. has a registered Service Mark (Class 42) for “MegaTech Medical” on the Principal Register of the United States Patent Trademark Office, Registration No. 1,930,021.

TRADEMARK SECURITY AGREEMENT

WHEREAS, MEGATECH MEDICAL, INC., a Maryland 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;

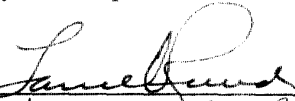
but excluding from Trademark Collateral any "intent to use" Trademark registration or application to the extent that the granting of a security interest therein is prohibited by applicable law.

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.

MEGATECH MEDICAL, INC.,
a Maryland corporation

By: 
Name: LANCE C. RUUD
Title: VICE PRESIDENT

Acknowledged:

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

By: 
Name: ERIC HANSEN
Title: DIRECTOR

Schedule 1

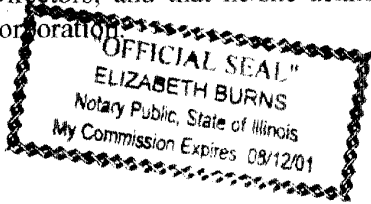
[to MegaTech Medical, Inc. Trademark Agreement]

1. MegaTech Medical, Inc. has a registered Service Mark (Class 42) for "MegaTech Medical" on the Principal Register of the United States Patent Trademark Office, Registration No. 1,930,021.

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPAGE)

On the 30 day of June, 1998, before me personally appeared LARRY C. RUDS, 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 Megatech Medical, Inc., a Maryland 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.



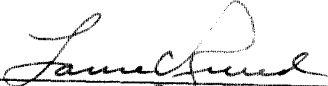
Elizabeth J. Burns
Notary Public

My commission expires:

8/12/2001


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.

MEGATECH MEDICAL, INC.,
a Maryland corporation

By: 
Name: VICE PRESIDENT
Title: _____

Acknowledged:

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

By: 
Name: ERIC HANSEN
Title: Director

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