

12-22-1998



100926413

12-17-98

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached

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
- Merger
- Change of Name
- Other **SECOND AMENDED AND RESTATED SECURITY AGREEMENT**

Effective Date
Month Day Year
07 15 1998

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Kelson Physician Partners, Inc.

07 15 1998

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 PNC Bank, N.A.

DBA/AKA/TA _____

Composed of _____

Address (line 1) One PNC Plaza

Address (line 2) 249 Fifth Avenue

Address (line 3) Pittsburgh

PA

State/Country

15222-2709

Zip Code

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

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.)

12/21/1998 TTON11 00000031 111110 2002373

FOR OFFICE USE ONLY

65E

01 FC:481 40.00 CH
02 FC:482 25.00 CH

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 Assignments, Washington, D.C. 20221

TRADEMARK
REEL: 1831 FRAME: 0796

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2082373"/>	<input type="text" value="2035672"/>	<input type="text"/>
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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.)

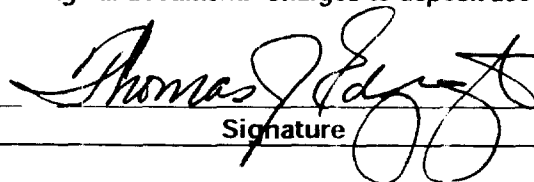
Deposit Account Number: #

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.

Thomas J. Edgington
Name of Person Signing


Signature

December 16 1998
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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Other

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EXHIBIT "A"
TO SECURITY AGREEMENT

1. Address of Company's chief executive office, including the county:

90 State House Square
10th Floor
Hartford, CT 06103

County of Hartford

2. Address of books and records, if different:

Same as above.

3. Addresses of other Collateral locations, including counties and name and address of landlord or owner if location is not owned by the Company:

	County
Kelson Physician Partners, Inc. 90 State House Square 10th Floor Hartford, CT 06103	Hartford

Pediatric Associates, P.A. 4601 Sheridan Street Suite 400 Hollywood, FL 33021	Broward
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Pediatric Associates, P.A. Emerald Hills Medical Square 4500 Sheridan Street Hollywood, FL 33021	Broward
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Pediatric Associates, P.A. Pines Palm Office Park 10067 Pines Boulevard Suite A Pembroke Pines, FL 33024	Broward
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Pediatric Associates, P.A. Central Park Place 9611 West Broward Boulevard Plantation, FL 33324	Broward
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Pediatric Associates, P.A.
California Club
700 Ives Dairy Road
North Miami Beach, FL 33179

Dade

Pediatric Associates, P.A.
Weston Medical Park
1835 North Corporate Lakes Boulevard
Weston, FL 33326-3211

Broward

Pediatric Associates, P.A.
Royal Eagle Plaza
9120-A Wiles Road
Coral Springs, FL 33067

Broward

Pediatric Associates, P.A.
Misson Bay Plaza
20423 SR 441, Suite F8
Boca Raton, FL 33498

Palm Beach

Pediatric Associates, P.A.
Chapel Trail Plaza
18425 Pines Boulevard
Pembroke Pines, FL 33029-1415

Broward

Pediatric Associates, P.A.
Children's Healthcare of Planation
4100 South Hospital Drive, Suite 102
Plantation, FL 33317

Broward

Pediatric Associates, P.A.
Boynton Medical Arts Centers
10075 Jog Road, Suite 309
Boynton Beach, FL 33437

Palm Beach

Pediatric Associates, P.A.
North Broward Pediatrics
3102 North Federal Highway
Lighthouse Point, FL 33064

Broward

Pediatric Associates, P.A.
45th Street Pediatrics
2808 North Australian Avenue
West Palm Beach, FL 33407

Palm Beach

Pediatric Associates, P.A. Miami Lakes Office 18590 NW 67th Avenue, Suite 101 Miami, FL 33015	Dade
Tenafly Pediatrics, P.A. 32 Franklin Street Tenafly, NJ 07670	Bergen
Tenafly Pediatrics, P.A. 1135 Broad Street Clifton, NJ 07013	Passaic
Tenafly Pediatrics, P.A. 301 Bridge Plaza North Fort Lee, NJ 07024	Bergen
Tenafly Pediatrics, P.A. 189 Farview Avenue South Paramus, NJ 07652	Bergen
Pediatric Associates of Wellesley, Inc. 134 South Avenue Weston, MA 02193	Norfolk
Pediatric Associates of Wellesley, Inc. 266 Main Street Medfield, MA 02052	Norfolk
Fairfield County Healthcare Associates, P.C. 15 Corporate Drive Trumbull, CT 06611	Fairfield
Fairfield County Healthcare Associates, P.C. Commerce park 4699 Main Street Bridgeport, CT 06606	Bridgeport
Fairfield County Healthcare Associates, P.C. 309 Stillson Road Fairfield, CT 06430	Fairfield

Fairfield County Healthcare Associates, P.C. 25 Huntington Plaza Huntington, CT 06484	Fairfield
Fairfield County Healthcare Associates, P.C. 2600 Post Road Southport, CT 0649	Fairfield
Woburn Pediatric Associates Baldwin Park II 7 Alfred Street Woburn, MA 01801	Middlesex
Roslindale Pediatric Associates, P.C. 1153 Centre Street Suite 31 Boston, MA 02130	Suffolk
Hampshire Pediatrics, P.C. 113 Mammoth Road Manchester, NH 03109	Hillsborough
Bomback, Katz, Luskin & Longobardi 99 Fieldstone Drive Hartsdale, NY 10530	Westchester
East Brunswick Pediatric Associates, P.C. 33 Brunswick Woods Dr. E. Brunswick, NJ 08816	Middlesex
East Brunswick Pediatric Associates, P.C. 25 Kilmer Drive, Suite 107 Morganville, NJ 07751	Monmouth
Five Towns Pediatrics, P.C. 115 Franklin Place Woodmere, NY 11598	Nassau
Robert Bornstein, M.D., P.C. 280 Beach Street Revere, MA 02151	Suffolk

Robert Bornstein, M.D., P.C. 10 Holden Street Malden, MA 02148	Middlesex
Pediatric Associates of NYC, P.C. 317 East 34th Street New York, NY 10016	New York
Pediatric Associates of NYC, P.C. 20 Plaza Street East Brooklyn, NY 11238	Kings
Pediatric Associates of Irwin Avenue, P.C. 92 Irwin Avenue Middletown, NY 10940	Orange
Main Street Pediatrics, P.C. 77 West Main Street Hopkinton, MA 01748	Middlesex
Wee Care Pediatrics 1580 West Antelope Drive Layton, UT 84041	Davis
Medical Associates - Pediatrics, P.C. 100 Hospital Road Suite 2A Leominster, MA 01453	Worcester
Mid-Suffolk Pediatric Associates, P.C. 1770 Motor Parkway Hauppauge, NY 11788-5260	Suffolk
Pediatric Associates of Jacksonville 820 Prudential Drive, Suite 511 Jacksonville, FL 32207	Duval
Pediatric Associates of Jacksonville 1233-21 Lane Avenue South, Suite 13 Jacksonville, FL 32205	Duval
Pediatric Associates of Jacksonville 8011-4 Merrill Road Jacksonville, FL 32277	Duval

Pediatric Associates of Jacksonville Duval
520 AI North, Suite 201
Ponte Vedra Beach, FL 32082

Pediatric & Adolescent Care Duval
2121 Park Street
Jacksonville, FL 32204-3811

4. Other names or trade names now or formerly used by the Company:

Kelson Physician Partners, Inc. d/b/a Kelson Pediatric Partners
Kelson Physician Partners, Inc. f/k/a Prime Health Services, Inc.
Bruce D. Jorgenson, M.D. d/b/a Wee Care Pediatrics
Kelson Physician Partners of Leominster, Inc. f/k/a Medical Associates -Pediatric, P.C.
Kelson Physician Partners of Hopkinton, Inc. f/k/a Main Street Pediatrics, P.C.
Bornstein Practice Transition Corporation f/k/a Robert Bornstein, M.D., P.C.
Kelson Physician Partners of Mid-Suffolk, Inc. doing business in New York as
Kelson of Mid-Suffolk, Inc.

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Schedule 5.1.15

Patents, Trademarks, Copyrights, Licenses, Etc.

Certificate of Registration/Service Mark Reg. No. 2,082,373 from the United States Patent and Trademark Office dated July 22, 1997 for the KELSON service mark.

Certificate of Registration/Service Mark Reg. No. 2,035,672 from the United States Patent and Trademark Office dated February 4, 1997 for the mark KELSON and design.

SECOND AMENDED AND RESTATED SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED SECURITY AGREEMENT (this "**Agreement**") is entered into this 15th day of July, 1998 by and among KELSON PHYSICIAN PARTNERS, INC., KELSON PHYSICIAN PARTNERS OF SOUTHEAST FLORIDA, INC., KELSON PHYSICIAN PARTNERS OF TENAFLY, INC., KELSON PHYSICIAN PARTNERS OF WELLESLEY, INC., KELSON PHYSICIAN PARTNERS OF TRUMBULL, INC., KELSON PHYSICIAN PARTNERS OF WOBURN, INC., KELSON PHYSICIAN PARTNERS OF NORTH SHORE, INC., KELSON PHYSICIAN PARTNERS/ROSLINDALE, INC., KELSON PHYSICIAN PARTNERS OF HARTSDALE, INC., KELSON PHYSICIAN PARTNERS OF MANCHESTER, INC., KELSON PHYSICIAN PARTNERS OF EAST BRUNSWICK, INC., KELSON PHYSICIAN PARTNERS OF LOWELL, INC., KELSON PHYSICIAN PARTNERS OF LAYTON, INC., KELSON OF NYC, INC., KELSON PHYSICIAN PARTNERS OF WOODCLIFF LAKES, INC., KELSON PHYSICIAN PARTNERS OF FIVE TOWNS, INC., KELSON PHYSICIAN PARTNERS OF MIDDLETOWN, INC., KELSON PHYSICIAN PARTNERS OF REVERE, INC., KELSON PHYSICIAN PARTNERS OF NORTHEAST FLORIDA, INC., KELSON PHYSICIAN PARTNERS OF JACKSONVILLE, INC., KELSON PHYSICIAN PARTNERS OF MID-SUFFOLK, INC., KELSON PHYSICIAN PARTNERS OF HOPKINTON, INC., KELSON PHYSICIAN PARTNERS OF LEOMINSTER, INC. and BORNSTEIN PRACTICE TRANSITION CORPORATION (collectively, the "**Company**"). with an address in care of Kelson Physician Partners, Inc., 90 State House Square, Hartford, CT 06103, and PNC BANK, NATIONAL ASSOCIATION, as Agent (the "**Agent**"), with an address at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2709.

WHEREAS, Kelson Physician Partners, Inc., certain of its Affiliates and PNC Bank, National Association entered into a Security Agreement dated as of April 7, 1998, as amended and restated on June 30, 1998 (the "Original Security Agreement") in connection with PNC's extension of credit to the Company in the amount of \$3,000,000;

WHEREAS, the Company, which consists of Kelson Physician Partners, Inc. and all of its Affiliates, have asked PNC to expand the credit facility to a \$15,000,000 revolving credit facility;

WHEREAS, PNC, as Agent (the "**Agent**") for certain Lenders (the "**Banks**") is willing to arrange for such a credit facility and to assign its existing security interest under the Original Security Agreement to itself as Agent for the Lenders;

WHEREAS, it is a condition to the expansion of the original credit facility that the Original Security Agreement be amended and restated.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged. the parties hereto, intending to be legally bound, agree as follows:

1. Definitions.

(a) "Collateral" means the Company's entire right, title and interest in and to all personal property and fixtures of the Company, whether now owned or hereafter acquired and wherever located, including without limitation: (i) Accounts, Inventory, Equipment, General Intangibles (including goodwill), Chattel Paper, Documents and Instruments, each as defined in the Uniform Commercial Code; (ii) all monies and property of any kind of the Company in the possession of the Agent, any of the Banks or a bailee of the Agent or any of the Banks; (iii) all accessions to, substitutions for and all replacements, products and proceeds of the foregoing, including proceeds of insurance policies insuring the Collateral, all property received wholly or partly in trade or exchange for such Collateral, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection or any other temporary or permanent

disposition of such items or any interest therein whether or not they constitute "proceeds" as defined in the Uniform Commercial Code; (iv) all books, records (other than confidential patient records), documents and ledger receipts of the Company pertaining to any of the foregoing including, but not limited to, customer lists, credit files, computer records and programs, storage media and computer software used or required in connection with generating, processing and storing such books and records or otherwise used or acquired in connection with documenting information pertaining to the Collateral; (v) all royalties, licensing and know-how agreements, all patents, copyrights, trademarks, tradenames, service marks, trade secrets, know-how, goodwill, computer software, computer programs, tapes, discs and other documents or transcribed information of any type, whether expressed in ordinary or machine readable language and (vi) all Net Practice Revenue (as that term is defined in various Management Services Agreements between the Company and a practice group).

(b) "Liens" includes security interests, pledges, bailments, leases, mortgages, conditional sales and title retention agreements, charges, claims, encumbrances and liens.

(c) "Permitted Liens" means (i) a lien granted by Pediatric Associates (Florida) in favor of NationsBank to secure indebtedness in an amount that will not exceed \$700,000 (ii) purchase money security interests securing indebtedness of not more than \$500,000, (iii) liens on equipment sold to the Company by a physician practice group to secure seller notes delivered by the Company to a physician group at the time of the sale as long as (A) the equipment was part of the sale by the physician practice group to the Company and (B) the aggregate book value of all equipment subject to liens securing such seller notes does not exceed \$500,000; (iv) liens on specific equipment leased by Kelson Physician Partners of Layton, Inc. and (v) liens granted to FBR Business Development Fund to secure indebtedness not exceeding the principal amount of \$10,000,000 which indebtedness is subordinate, as to payment and liens, security interests and encumbrances to the Agent pursuant to the terms of an Intercreditor and Subordination Agreement dated as of June 30, 1998 among the Company, the Agent and FBR Business Development Fund, as amended and (vi) other liens included in the definition of "Permitted Liens" in the Credit Agreement of even date among the Company, the Agent and certain lenders (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement").

(d) "Prior Security Interest" means an enforceable, perfected security interest under the Uniform Commercial Code which is prior to all Liens, except Liens for taxes not yet due and payable to the extent given priority by statute and Permitted Liens.

(e) "Secured Obligations" means, without limitation, (i) all indebtedness, obligations and liabilities, whether of principal, interest, fees, expenses or otherwise, of the Company to the Agent and the Banks, whether now existing or hereafter incurred under the Loan Documents, whether or not contemplated by the Company or the Agent and the Banks at the date hereof and whether direct, indirect, matured or contingent, joint or several, or otherwise, together with any and all extensions, renewals, refinancings or refundings thereof in whole or in part, and (ii) all costs and expenses, including, but not limited to, reasonable attorneys' fees and legal expenses incurred by the Agent and the Banks in the collection of any of the indebtedness referred to in clause (i), and (iii) any advances reasonably made by the Agent and the Banks for the insurance, maintenance, preservation, protection or enforcement of, or realization upon, any property or assets now or hereafter made subject to a mortgage, pledge, lien or security interest granted pursuant to this Agreement or pursuant to any agreement, instrument or note relating to any of the Secured Obligations, including, but not limited to, advances for taxes, insurance, repairs and the like.

(f) Terms and phrases defined in the Uniform Commercial Code are used herein as therein defined except where the context otherwise requires.

(g) Terms and phrases defined in the Credit Agreement are used herein as therein defined except where the context otherwise requires.

2. Grant of Security Interest. As security for the due and punctual payment and performance of the Secured Obligations, each Company, as debtor, hereby assigns and grants to the Agent for the benefit of the Banks, as secured party a continuing lien on and security interest in the Collateral. The security interest in the Collateral granted hereunder also secures future advances that constitute Secured Obligations. The Agent and the Banks shall also have the right to apply toward and set off against the unpaid balance of the Secured Obligations any or all amounts owing to the Company by the Agent or any of the Banks, including without limitation any items or funds in any deposit account now or hereafter maintained by the Company with the Agent or any of the Banks, and any and all other property of the Company now or hereafter in the possession of the Agent or any of the Banks, in whatever capacity, and for such purpose the Agent and the Banks shall have, and there is hereby granted to and created in favor of the Agent for the benefit of the Banks, a first Lien on all such deposit accounts and property. The Agent or any of the Banks, is hereby authorized to charge any account of the Company with the Agent or any of the Banks, for any or all amounts of Secured Obligations which are due.

3. Change in Name or Locations. The Company hereby agrees that if the Company desires to change the location of any of the Collateral from the locations listed on Exhibit "A" hereto and made part hereof, or if the Company desires to change its name or form of organization, or establish a name in which it may do business or in which it may invoice account debtors or maintain records concerning the Collateral that is not listed on Exhibit "A" hereto, it shall first, with respect to such new location or name: (i) give the Agent at least 10 days' prior written notice of its intention to do so and provide the Agent with such information in connection therewith as the Agent may reasonably request including, without limitation, lien search results; and (ii) if financing statements are on file, take such action, satisfactory to the Agent, as may be necessary to maintain at all times the perfection and priority of the security interest in the Collateral granted to the Agent hereunder. The Company's chief executive office is also shown on Exhibit "A" hereto.

4. Representations, Warranties and Covenants. The Company represents, warrants and covenants to the Agent for the benefit of the Banks as follows:

(a) The Company has good and marketable title to the Collateral, free and clear of all Liens except for the Agent's Prior Security Interest and Permitted Liens. The Company warrants that, except as disclosed in writing to the Agent on the date of this Agreement, to the best of its knowledge, all accounts are valid, binding and enforceable in accordance with their respective terms and that no party to any account is in default with respect thereto except for (i) allowances for uncollectible accounts reflected on the financial statements of the Company; and (ii) allowances for bad debts and contractual discounts.

(b) The Company will not hereafter, without the prior written consent of the Agent, (i) sell, pledge, encumber, assign or otherwise dispose of any of the Collateral (except for sales of inventory and collections of accounts in the Company's ordinary course of business) or grant (other than by operation of law) any right of setoff, lien or security interest to exist thereon except to the Agent and Permitted Liens, (ii) materially alter its ordinary course of business, including its sales terms, conditions and practices, or (iii) extend, postpone or compromise (except in the ordinary course of business) the time or amount of payment on any account or accounts or other amounts owing to it which, individually or in the aggregate, are material.

(c) The Company will from time to time and at all reasonable times allow the Agent, by or through any of its officers, agents, attorneys, or accountants, to examine or inspect the

Collateral and, after the occurrence of an Event of Default under the Credit Agreement, notify account debtors of the Agent's security interest in accounts and obtain valuations and audits of the Collateral.

(d) The Company will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein except Permitted Liens.

(e) The Company will, if the Agent deems necessary or advisable, (i) execute, deliver, file and record such security agreements, financing statements, instruments and documents and take such other action to attach, perfect, continue, preserve and protect the Prior Security Interest in the Collateral and proceeds thereof and pay all filing fees and taxes related thereto, and the Company hereby irrevocably appoints the Agent, its officers, employees and agents, or any of them, as attorneys in fact for the Company to execute, deliver, file and record such items and take such action for the Company and in the Company's name, place and stead, (ii) maintain and protect the Collateral and defend and preserve the Company's title thereto and the Prior Security Interest therein of the Agent for the benefit of the Banks free from all other Liens, except Permitted Liens, and (iii) keep accurate and complete books and records concerning the Collateral.

(f) The Company will promptly furnish to the Agent such information and documents relating to the Collateral and to the Company's financial condition, business, assets or liabilities, at such times and in such form and detail as the Agent may reasonably request, including, but not limited to, evidence of the Company's accounts and statement showing the aging, identification, reconciliation and collection thereof and all of the foregoing to be certified by authorized officers or other employees of the Company.

(g) The Company will maintain the equipment necessary to the operation of the Company in good condition, repair and working order, ordinary wear and tear alone excepted, and will maintain and operate the equipment and every portion thereof in full compliance with all applicable laws, ordinances, regulations, decrees and orders, the violation of which would have a material adverse effect on the value of the Collateral. The Company will promptly notify the Agent of any event causing a material loss or decline in value of the Collateral whether or not covered by insurance and the amount of such loss or depreciation;

(h) The Company will promptly notify the Agent of (i) any request for credit or adjustment, or any dispute, relating to any account to the extent such credits, adjustments or disputes involve amounts which individually or in the aggregate are material or unusual, (ii) any materially adverse change in the Company's financial condition or business affairs, and (iii) any default, or any event or condition which with the passage of time would result in a default under the Credit Agreement or this Agreement.

(i) Unless and until the Agent revokes the Company's privilege to do so, the Company shall diligently collect all accounts.

(j) Risk of loss of, damage to or destruction of the equipment, inventory and all other Collateral and all proceeds thereof is on the Company. The Company will maintain insurance at all times with respect to all tangible Collateral. In the event of failure to provide insurance as herein provided, the Agent may, at its option, obtain such insurance and the Company shall pay to the Agent, on demand, the cost thereof. Proceeds of insurance may be applied by the Agent to reduce the Secured Obligations or to repair or replace Collateral, all in the Agent's sole discretion.

(k) The security interests granted to the Agent for the benefit of the Banks pursuant to this Agreement constitute and will continue to constitute Prior Security Interests under the Uniform Commercial Code as in effect in each applicable jurisdiction or other applicable Law, entitled to all the rights, benefits and priorities provided by the Uniform Commercial Code or such Law. Upon the filing of financing statements relating to said security interests in each office and in

each jurisdiction where required in order to perfect the security interests granted pursuant to this Agreement, all such action as is necessary or advisable to establish such rights of the Agent will have been taken, and upon execution and delivery of this Agreement and such filings, there will be no necessity for any further action in order to preserve, protect and continue such rights, except (i) the filing of continuation statements with respect to such financing statements within six months prior to each five-year anniversary of the filing of such financing statements, (ii) perfection of interests in titled vehicles, (iii) filing additional financing statements if, as provided in this Agreement, additional locations or names are used and (iv) possession by the Agent or any bailee thereof of Collateral, the security interest in which can only be perfected by possession. All filing fees and other expenses in connection with each such action have been or will be paid by the Company.

(l) The Company shall take all necessary action, at its own cost and expense, to observe and perform its agreements and covenants, and keep its representations and warranties true, correct, and complete under this Agreement.

(m) The Company's agreements, covenants, representations and warranties under this Agreement are continuing ones, shall at all times remain true, correct and complete and shall at all times be observed and performed and shall relate to each item of Collateral upon its coming into existence and at all times thereafter.

5. Covenants for Accounts.

(a) The Company will, on demand of the Agent, make notations on its books and records showing the security interest of the Agent for the benefit of the Banks and, upon the reasonable request of the Agent, make available to the Agent shipping and delivery receipts evidencing the shipment of the goods that gave rise to an account, completion certificates or other proof of the satisfactory performance of services that gave rise to an account, a copy of the invoice for each account and copies of any written contract or order from which an account arose. The Company shall promptly notify the Agent if an account is or becomes evidenced or secured by an instrument or chattel paper and upon request of the Agent, will promptly deliver any such instrument or chattel paper to the Agent.

(b) The Company will promptly advise the Agent whenever an account debtor refuses to retain or returns any goods from the sale of which an account in excess of \$100,000 arose. The Company will, on at least a monthly basis, report all credits given to account debtors on all accounts.

(c) The Company will promptly notify the Agent if any account in excess of \$100,000 arises out of contracts (other than Medicare or Medicaid related) with the United States or any department, agency or instrumentality thereof, and will execute any instruments and take any steps required by the Agent so that all monies due and to become due under such contract shall be assigned to the Agent for the benefit of the Banks and notice thereof given to and acknowledged by the appropriate government agency or authority under the Federal Assignment of Claims Act.

(d) At any time after the occurrence and during the continuance of an Event of Default and without notice to the Company, the Agent may notify any persons who are indebted to the Company on any Collateral consisting of accounts or general intangibles of the assignment thereof to the Agent and may direct such account debtors to make payment directly to the Agent of the amounts due. At any time after the occurrence and during the continuance of an Event of Default and at the request of the Agent, the Company will direct any persons who are indebted to the Company on any Collateral consisting of accounts or general intangibles to make payment directly to Agent. The Agent is authorized to give receipts to such account debtors for any such payments and the account debtors will be protected in making such payments to the Agent. At

any time after the occurrence and during the continuance of an Event of Default, upon the written request of the Agent, the Company will establish with the Agent and maintain a lockbox account ("**Lockbox**") with the Agent and a depository account(s) ("**Cash Collateral Account**") with the Agent subject to the provisions of this subparagraph and such other agreements related thereto as the Agent may require, whereupon all collections of accounts shall be paid directly from account debtors into the Lockbox from which funds shall be transferred to the Cash Collateral Account and from which funds shall be applied by the Agent, daily, to reduce the outstanding Secured Obligations.

(e) The Company agrees that it will not, except in the ordinary course of business, (i) cancel or terminate any accounts or consent to or accept any cancellation or termination thereof, (ii) amend, or otherwise modify any accounts or give any consent, waiver or approval thereunder, (iii) waive, whether by action or inaction, any default under or breach of any accounts or (iv) take any other action in connection with any accounts which would materially impair the interests thereunder of the Company or the Agent, unless the same shall not have a material adverse effect on the financial condition or the operations of the Company.

6. Further Assurances. At the request of the Agent, the Company will join with the Agent in executing one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code in form satisfactory to the Agent and will pay the cost of preparing and filing the same in all jurisdictions in which such filing is reasonably deemed by the Agent to be necessary or desirable. A carbon, photographic or other copy of this Agreement or of a UCC financing statement may be filed as and in lieu of a UCC financing statement.

7. Events of Default. The Company shall, at the option of the Banks, be in default under this Agreement upon the happening of any of the following events or conditions (each, an "**Event of Default**"):

(a) any Event of Default as defined in the Credit Agreement; or

(b) the failure of the Agent for the benefit of the Banks to have a Prior Security Interest in the Collateral; or

(c) any default under this Agreement provided that, if such default can be cured, the Company has 30 days after the default has occurred to cure such default; or

(d) any indication or evidence received by the Agent that the Company may have directly or indirectly been engaged in any type of activity which, in the Agent's good faith discretion, might result in the forfeiture of any property of the Company to any governmental entity, federal, state or local.

8. Remedies. Upon the occurrence of any such Event of Default and at any time thereafter, the Banks shall have the right, without presentment, demand, protest or notice of any kind, to declare all or any part of the Secured Obligations secured hereby immediately due and payable and shall have, in addition to any remedies provided herein or by any applicable law or in equity, all the remedies of a secured party under the Uniform Commercial Code.

Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Agent will give the Company reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of commercially reasonable notice shall be met if such notice is sent to the Company at least thirteen (13) days before the time of the intended sale or disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable laws, purchase the whole or any part of the Collateral, free from any right of redemption on the part of the Company, which right is hereby waived and released. Expenses of retaking, holding, preparing for sale, selling or the like shall include the Agent's

reasonable attorneys' fees and legal expenses, incurred or expended by the Agent to enforce any payment due it under this Agreement either as against the Company, or in the prosecution or defense of any action, or concerning any matter growing out of or in connection with the exercise by the Agent of its remedies under this Agreement and the Collateral secured hereunder.

Without limiting the generality of any of the rights and remedies conferred upon the Agent under this paragraph, the Agent may, to the full extent permitted by the applicable laws (i) enter upon the premises of the Company (and, to the extent necessary in the judgment of the Agent, exclude therefrom the Company) and take immediate possession of the Collateral, either personally or by means of a receiver appointed by a court of competent jurisdiction, using all reasonable force to do so, (ii) at the Agent's option, use, operate, manage, and control the Collateral in any lawful manner, (iii) collect and receive all rents, income, revenue, earnings, and issues and profits therefrom, and (iv) maintain, repair, renovate, alter, or remove the Collateral as the Agent may determine in its exclusive discretion.

Each of the rights, privileges and remedies provided to the Agent hereunder or otherwise by law with respect to the Collateral shall be exercised only for the benefit of the Agent and any Collateral or proceeds thereof held or realized upon at any time by the Agent shall inure to the benefit of the Agent (i) first, to reimburse the Agent for reasonable expenses and fees incurred in connection with the Credit Agreement, this Agreement, including, without limitation, reasonable attorneys' fees and legal expenses, and (ii) second, to liquidate the Secured Obligations. Any surplus shall be paid to the Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction shall determine. The Company shall remain liable to the Agent and the Banks for and shall pay to the Agent and the Banks any deficiency which may remain after such sale or collection.

All of the rights and remedies of the Agent and the Banks under this Agreement shall be cumulative and not exclusive of other rights and remedies which it otherwise would have, whether under the Note, the Uniform Commercial Code, applicable law or otherwise. All rights and remedies shall be exercised (i) in accordance with all applicable laws unless the Company has waived protections under applicable law; and (ii) with due regard to the confidential and sensitive nature of patient information

9. Power of Attorney. The Company does hereby make, constitute and appoint any officer or agent of the Agent as the Company's true and lawful attorney-in-fact (without requiring any of them to act as such) with all necessary power to (i) at any time after the occurrence and during the continuance of an Event of Default, receive, open and dispose of all mail addressed to the Company and notify postal authorities to change the address for delivery thereof to such address as the Agent may designate, (ii) at any time after the occurrence and during the continuance of an Event of Default, endorse the name of the Company or any of the Company's officers or agents upon any notes, checks, drafts, money orders, or other instruments of payment or Collateral that may come into the possession of the Agent or any of the Banks in full or part payment of any amounts owing to the Agent or any of the Banks, (iii) to do any and all things necessary to be done with respect to the Collateral, if the Company has refused to do so, as fully and effectually as the Company might or could do, including the right to sign, for the Company, UCC-1 financing statements and UCC-3 Statements of Change, and (iv) at any time after an occurrence of and during the continuance of an Event of Default, to sue for, compromise, settle and release all claims and disputes with respect to the Collateral. The Company hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof, except for gross negligence or willful misconduct of the Agent. This power of attorney is coupled with an interest and is irrevocable.

10. Payment of Expenses. At its option, and after notice to the Borrower if no Event of Default exists, the Agent may discharge taxes, liens, security interests or such other encumbrances as may attach to the Collateral (except Permitted Liens), may pay for required insurance on the Collateral and may pay for the maintenance, appraisal or reappraisal, and preservation of the

Collateral, as reasonably determined by the Agent to be necessary. The Company will reimburse the Agent on demand for any payment so made or any expense incurred by the Agent pursuant to the foregoing authorization, and the Collateral also will secure any advances or payments so made or expenses so incurred by the Agent.

11. Notices. All notices, and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or made after three days if sent by certified mail, return receipt requested, the next day if sent by overnight delivery service, or the same day if sent by facsimile (receipt confirmed) using the addresses appearing on the signature page of this Agreement. Any party hereto may change the address to which notice to it, or copies thereof, shall be addressed, by giving notice thereof to the other parties hereto in conformity with the foregoing.

12. Preservation of Rights. No delay or omission on the part of the Agent or any of the Banks to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power or any acquiescence therein, nor will the action or inaction of the Agent or any of the Banks impair any right or power arising hereunder. The rights and remedies of the Agent and the Banks hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity.

13. Illegality. If any term, provision, or restriction of this Agreement is held to be invalid, void or unenforceable in any way in any jurisdiction, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect in such jurisdiction and shall in no way be affected, impaired or invalidated, and such invalidity, voidness or unenforceability shall not affect the validity and enforceability of such provision, covenant, or restriction in any other jurisdiction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable.

14. Changes in Writing. No modification, amendment or waiver of any provision of this Agreement nor consent to any departure by the Company therefrom, will in any event be effective unless the same is in writing and signed by the Agent, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Any modification, amendment or waiver binding the Company must be consented to by the Company.

15. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

16. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument.

17. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Company and the Agent and their successors and assigns; provided, however, that the Company may not assign this Agreement in whole or in part without the prior written consent of the Agent, and the Agent at any time may assign this Agreement in whole or in part.

18. Interpretation. In this Agreement, unless the Agent and the Company otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or," the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of

sections) or exhibits are to those of this Agreement unless otherwise indicated. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

19. **Indemnity.** The Company agrees to indemnify the Agent and each of the Banks and their respective directors, officers and employees and each legal entity, if any, who controls any of them (the "**Indemnified Parties**") and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, all reasonable fees of counsel with whom any Indemnified Party may consult and all expenses of litigation or preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party as a result of the execution of or performance under this Agreement; provided, however, that the foregoing indemnity agreement shall not apply to claims, damages, losses, liabilities and expenses attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Agreement. The Company may participate at its expense in the defense of any such claim.

20. **Governing Law; Venue.** The Uniform Commercial Code shall govern the attachment, perfection and the effect of attachment and perfection of the security interest in the Collateral of the Agent for the benefit of the Banks, and the rights, duties and obligations of the Agent, the Banks and the Company with respect thereto. Except as provided by the immediately preceding sentence, this Agreement shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and the execution and delivery thereof and the terms and provisions shall be governed by and construed in accordance with the laws of said Commonwealth. The Company irrevocably consents to the nonexclusive jurisdiction of the Court of Common Pleas of Allegheny County and the United States District Court for the Western District of Pennsylvania, and waives personal service of any and all process upon it and consents that all such service of process be made by certified or registered mail directed to it at the address provided for in Section 11 of this Agreement and service so made shall be deemed to be completed upon actual receipt thereof. The Company waives any objection to jurisdiction and venue of any action instituted against it as provided herein and agrees not to assert any defense based on lack of jurisdiction or venue.


21. **SELF-HELP REMEDIES.** THE COMPANY KNOWINGLY CONSENTS TO THE AGENT'S EXERCISE OF ITS RIGHTS AS A SECURED LENDER UNDER THE LOAN DOCUMENTS AND APPLICABLE LAW.

22. **WAIVER OF JURY TRIAL.** EACH OF THE COMPANY AND THE AGENT IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE COMPANY AND THE BANK ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS the due execution hereof as a document under seal, as of the date first written above.


WITNESS:


Name: E. Harry Creasey


**KELSON PHYSICIAN
PARTNERS, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

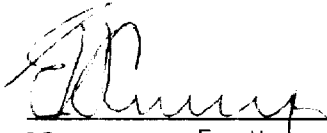
WITNESS:


Name: E. Harry Creasey


**KELSON PHYSICIAN
PARTNERS OF SOUTHEAST
FLORIDA, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

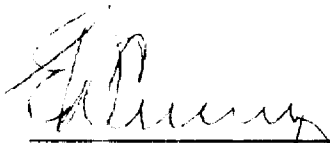
WITNESS:


Name: E. Harry Creasey

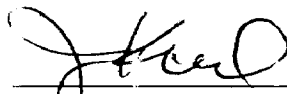
**KELSON PHYSICIAN
PARTNERS OF TENAFLY, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

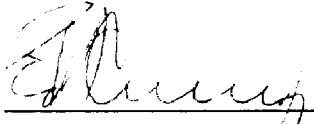
WITNESS:


Name: E. Harry Creasey

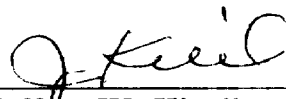
**KELSON PHYSICIAN
PARTNERS OF WELLESLEY, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

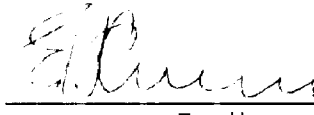
WITNESS:


Name: E. Harry Creasey


**KELSON PHYSICIAN
PARTNERS OF TRUMBULL, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)


WITNESS:


Name: E. Harry Creasey

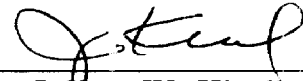
**KELSON PHYSICIAN
PARTNERS OF WOBURN, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

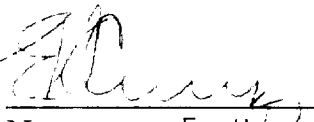
WITNESS:


Name: E. Harry Creasey


**KELSON PHYSICIAN
PARTNERS OF NORTH
SHORE, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

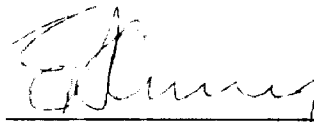
WITNESS:


Name: E. Harry Creasey


**KELSON PHYSICIAN
PARTNERS/ROSLINDALE, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

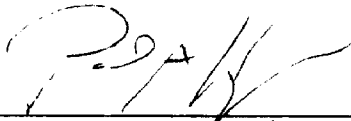
WITNESS:


Name: E. Harry Creasey


**KELSON PHYSICIAN
PARTNERS OF HARTSDALE, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

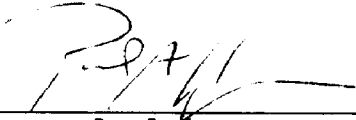
WITNESS:


Name: Paul A. Hughes


**KELSON PHYSICIAN
PARTNERS OF
MANCHESTER, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

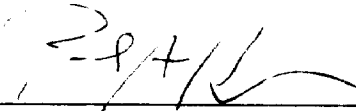
WITNESS:


Name: Paul A. Hughes


**KELSON PHYSICIAN
PARTNERS OF EAST
BRUNSWICK, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

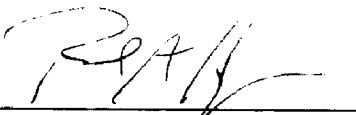
WITNESS:


Name: Paul A. Hughes

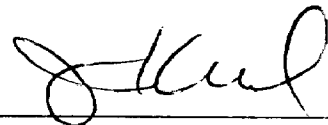
**KELSON PHYSICIAN
PARTNERS OF LOWELL, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

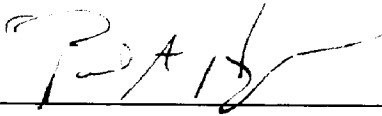
WITNESS:


Name: Paul A. Hughes


**KELSON PHYSICIAN
PARTNERS OF LAYTON, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

WITNESS:


Name: Paul A. Hughes

KELSON OF NYC, INC.

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

WITNESS:



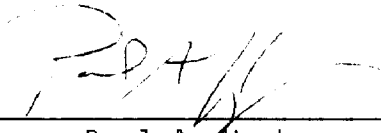
Name: Paul A. Hughes

**KELSON PHYSICIAN
PARTNERS OF WOODCLIFF
LAKES, INC.**

By: 

Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

WITNESS:



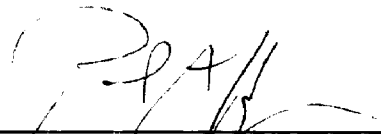
Name: Paul A. Hughes

**KELSON PHYSICIAN
PARTNERS OF FIVE
TOWNS, INC.**

By: 

Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

WITNESS:



Name: Paul A. Hughes

**KELSON PHYSICIAN
PARTNERS OF
MIDDLETOWN, INC.**

By: 


Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

WITNESS:




Name: Paul A. Hughes

**KELSON PHYSICIAN
PARTNERS OF REVERE, INC.**


By: 

Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

WITNESS:


Name: Paul A. Hughes


**KELSON PHYSICIAN
PARTNERS OF NORTHEAST
FLORIDA, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)


WITNESS:


Name: Paul A. Hughes


**KELSON PHYSICIAN
PARTNERS OF JACKSONVILLE, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)


WITNESS:


Name: Paul A. Hughes


**KELSON PHYSICIAN
PARTNERS OF MID-SUFFOLK, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)


WITNESS:


Name: Paul A. Hughes


**KELSON PHYSICIAN
PARTNERS OF HOPKINTON, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

WITNESS:


Name: Paul A. Hughes

**KELSON PHYSICIAN
PARTNERS OF LEOMINSTER, INC.**

By: 
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

WITNESS:

Paul A. Hyles
Name: Paul A. Hyles

**BORNSTEIN PRACTICE
TRANSITION CORPORATION**

By: *Jeffrey W. Kinell*
Name: Jeffrey W. Kinell
Title: Chief Financial Officer
(SEAL)

WITNESS:

Lawrence C. Deible
Name: Lawrence C. Deible

**PNC BANK, NATIONAL
ASSOCIATION, as Agent**

By: *Scott D. Colcombe*
Name: Scott D. Colcombe
Title: Vice President