

ATTY DOCKET NO. 821170-240003



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Promedco Management Company
MLD 12-28-98
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - Delaware
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: NationsBank, N.A.
 Internal Address: _____
 Street Address: 101 North Tryon Street, 15th Floor
 City: Charlotte State: NC ZIP: 28255

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: December 17, 1998

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - State _____
 Other National Banking Association
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) TM
 Additional numbers attached? Yes No

B. Trademark Registration No.(s) 2,170,768

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Scott W. Burt, Esq.
 Internal Address: Jones, Day, Reavis & Pogue
 Street Address: 2300 Trammell Crow Center
2100 Ross Avenue
 City: Dallas State: Texas ZIP: 75201

6. Total Number of applications and registrations involved: 1
 7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

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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.
Scott W. Burt [Signature] December 21, 1998
 Name of Person Signing Signature Date
 Total number of pages including cover sheet, attachments and document: 4

TRADEMARK SECURITY AGREEMENT

WHEREAS, PROMEDCO MANAGEMENT COMPANY, a Delaware corporation formerly known as Professional Medical Management Company (the "Grantor"), owns the Trademark identified on Schedule 1 annexed hereto; and

WHEREAS, the Grantor, certain lenders (the "Lenders "), NationsBank, N.A., as agent for the Lenders, and NationsBanc Montgomery Securities LLC, as arranger, have entered into that certain Credit Agreement dated as of December 17, 1998 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of December 17, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), between the Grantor and the Agent, the Grantor has granted to the Agent for the ratable benefit of itself and the Lenders a security interest in all assets of the Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement), Trademark Licenses (as defined in the Guarantee and Collateral Agreement), and all Proceeds (as defined in the Guarantee and Collateral Agreement) thereof, to secure the payment of the Borrower Obligations (as defined in the Guarantee and Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Agent for the ratable benefit of itself and the Lenders, a continuing security interest in all of the 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) the Trademark (together with any renewals or extensions thereof) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademark; and
- (2) each other Trademark or Trademark License of the Grantor and all of the goodwill of the business connected with the use of, and symbolized by, each; and
- (3) all products, royalties and Proceeds of or received in connection with the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Trademark License or Trademark registration including, without limitation, the Trademark referred to in Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark License.

Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 17th day of December, 1998.

GRANTOR:

PROMEDCO MANAGEMENT COMPANY

By: Robert D. Smith
Name: ROBERT D. SMITH
Title: CHIEF FINANCIAL OFFICER

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REGISTRATION DATE</u>
PROMEDCO	2170768	07/07/98