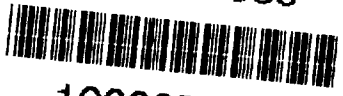


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05-14-1999



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MARK OFFICE

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Trademark Assignment Cover Sheet

5-14-99

TO: U. S. Patent and Trademark Office  
Office of Public Records - Box Assignment  
Crystal Gateway 4, Room 335  
1213 Jefferson Davis Highway, Third Floor  
Arlington, Virginia 22202

Please find enclosed a Grant of Security Interest in United States Trademark and Trademark Registration.

- Conveying Party:** ("Assignor") Clearidge, Inc., a Tennessee corporation having an address of 2710 Landers Avenue, Nashville, Tennessee 37211.
- Receiving Party:** ("Assignee") First Union National Bank, a national banking corporation, successor by merger to CoreStates Bank, N.A., having an address of 1339 Chestnut Street, Philadelphia, Pennsylvania 19107.
- The Grant of Security Interest conveys a first priority security interest in and to the trademark and registration therefor identified therein and herein, pursuant to the Loan and Security Agreement and the Security Agreement (Accounts, Inventory and Equipment), both dated on or about August 28, 1997, as amended.
- The Grant of Security Interest should be recorded against the following trademark registration:

<u>Service Mark</u>	<u>U.S. Reg. No.</u>
CLEARIDGE	1,772,528

- Correspondence concerning this request should be sent to:

Steven J. Eisen, Esq.  
Baker, Donelson, Bearman & Caldwell  
511 Union Street  
1700 Nashville City Center  
Nashville, Tennessee 37219  
Telephone: (615) 726-5718

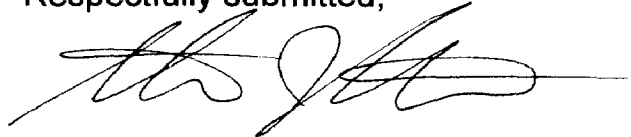
05/17/1999 DCOATES 00000106 081629 1772528  
01 FC:481 40.00 GP  
02 FC:484 120.00 CH

RECEIVED  
 MAY 14 PM 1:25  
 ASSIGNMENT DIVISION

*charge 120<sup>00</sup>  
exp. to fee*

6. This request concerns one trademark registration, and a fee of \$40.00 is submitted herewith representing the filing fee. The Commissioner is hereby authorized to charge any additional payment, or credit any refund that may be due to Deposit Account No. 08-1629.
7. The Assignee is domiciled in the United States.
8. The enclosed Grant of Security Interest is dated March 18, 1999.
9. To the best knowledge and belief of the undersigned, the information contained on this cover sheet 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.

Respectfully submitted,



Steven J. Eisen  
Attorney for Assignor

Date: May 13, 1999

**CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10**

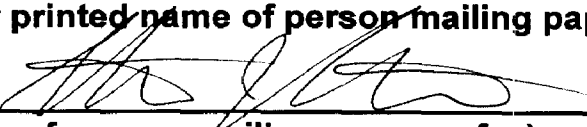
"Express Mail" mailing label number: EJ105775270US

Date of Deposit: May 13, 1999

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to U. S. Patent and Trademark Office, Office of Public Records - Box Assignment, Crystal Gateway 4, Room 335, 1213 Jefferson Davis Highway, Third Floor, Arlington, Virginia 22202.

Steven J. Eisen

(Typed or printed name of person mailing paper or fee)



(Signature of person mailing paper or fee)

GRANT OF SECURITY INTEREST IN UNITED STATES  
TRADEMARK AND TRADEMARK REGISTRATION

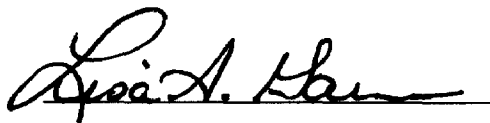
KNOW ALL PERSONS BY THESE PRESENTS, that on this 18<sup>th</sup> day of March, 1999, the undersigned, CLEARIDGE, INC., a Tennessee corporation with its principal place office at 2710 Landers Avenue, Nashville, Tennessee 37211 (the "Assignor"), for good and valuable consideration, and intending to be legally bound, does hereby grant a security interest to First Union National Bank, successor by merger to CoreStates Bank, N.A., (and does hereby reaffirm its prior grant of a security interest), with offices at 1339 Chestnut Street, Philadelphia, Pennsylvania 19107 (the "Assignee"), its successors and assigns, in all of its right, title and interest in and to the trademark rights identified in the schedule attached hereto as Exhibit A, together with the goodwill of the business connected with the use and symbolized by such trademark rights.

The Assignor further assigns and grants to the Assignee the right to sue (in its own name or, if required by law, jointly with the Assignor) and recover damages for past, present or further infringement of such trademark rights.

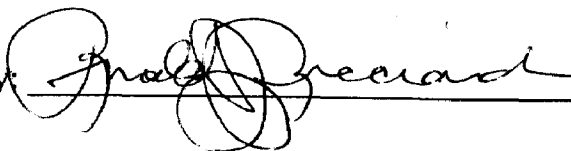
This assignment is given pursuant to and under the terms and conditions of the Loan and Security Agreement and the Security Agreement (Accounts, Inventory and Equipment), both dated on or about August 28, 1997, as amended, by and between the Assignor and the Assignee.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed as of the day and year first above written.

ATTEST:



CLEARIDGE, INC.

By: 

Doc. #178168 v.02 03/11/99 11

TRADEMARK  
REEL: 1865 FRAME: 0431

[Corporate Seal]

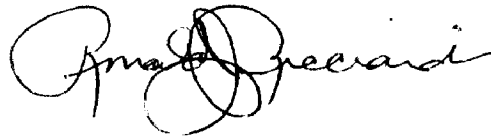
COMMONWEALTH OF PENNSYLVANIA

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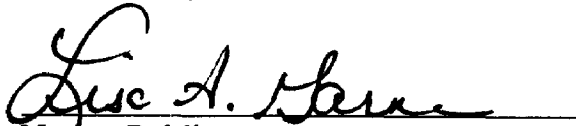
:

COUNTY OF PHILADELPHIA



On the 18<sup>th</sup> day of March, 1999, before, appeared Ronald J. Ricciardi and acknowledged that he is the PRESIDENT/CEO of Clearidge, Inc., a Tennessee corporation, and that he, as such officer, being authorized to do so, executed the foregoing Assignment in the name of and on behalf of the said corporation for the purposes thereon contained.

IN WITNESS WHEREOF, I hereto set my hand and official seal.



Notary Public  
Exp. March 5, 2000

EXHIBIT A

<u>Trademark</u>	<u>Registration Date</u>	<u>U.S. Registration No.</u>
Clearidge	May 18, 1993	1,772,528