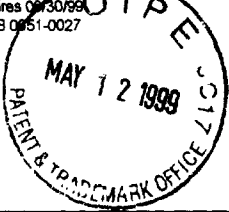


05-21-1999



101042468

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New **5-12-99**

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

Effective Date
Month Day Year
03 05 99

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name **Cohr Inc.** Execution Date
Month Day Year
03 05 99

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 **Allied Capital Corporation**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **1919 Pennsylvania Avenue, NW**

Address (line 2) _____

Address (line 3) **Washington** **DC** **20006-3434**
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization **Maryland**

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.)

05/19/1999 NTHA11 00000232 7597712

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 500.00 DP

540E

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. 20231

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

202-861-3914

Name

Nora E. Garrote, Esquire

Address (line 1)

Piper & Marbury L.L.P.

Address (line 2)

1200 Nineteenth Street, NW

Address (line 3)

Washington, DC 20036

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

14

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)

7597712	75017938	
75284758	74623655	
75284757		

2077760	1980781	1975261
2083052	2036424	1963662
2118790	2038113	1888912

Number of Properties

Enter the total number of properties involved.

#

21

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

540.00

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.

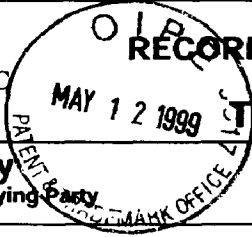
Nora E. Garrote

Name of Person Signing

Signature

5/12/99

Date Signed



RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

1818822	<input type="text"/>	<input type="text"/>
2014656	<input type="text"/>	<input type="text"/>
2026229	<input type="text"/>	<input type="text"/>
1524773	<input type="text"/>	<input type="text"/>
1499881	<input type="text"/>	<input type="text"/>
1451230	<input type="text"/>	<input type="text"/>
1578390	<input type="text"/>	<input type="text"/>

PIPER & MARBURY

I I P.

1200 NINETEENTH STREET, N.W.
WASHINGTON, D.C. 20036-2430

EOE-901-3900
FAX: 202-223-2085

BALTIMORE
NEW YORK
PHILADELPHIA
RESTON
LAXTON

WRITER'S DIRECT NUMBER
(202) 861-3987
FAX: (202) 223-2085
mshapiro@pipemar.com

July 22, 1999

BY FACSIMILE

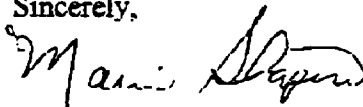
Ms. Mary Benton
Patent and Trademark Office
Arlington, Virginia

Dear Ms. Benton:

Per our telephone conversation this morning, attached hereto is a printout of the correct Serial No. (75/977712) for the lead trademark application listed on the Recordation Form Cover Sheet filed on May 12, 1999, to record a security interest from Cohr Inc. to Allied Capital Corporation. I would appreciate it if you would make the correction necessary in order to continue processing the document.

Of course, should you have any questions, please do not hesitate to call me. I greatly appreciate your cooperation.

Sincerely,



Marni J. Shapiro
Legal Assistant

/mjs
Enclosure

**COLLATERAL ASSIGNMENT
OF
TRADEMARKS AND PATENTS**

THIS ASSIGNMENT is made as of the 5th day of March, 1999, by COHR INC., a Delaware corporation having a mailing address at 21540 Plummer Street, Chatsworth, CA 91311, ("**Assignor**") in favor of ALLIED CAPITAL CORPORATION, a Maryland corporation, having an address from which information regarding the security interests may be obtained at 1919 Pennsylvania Avenue N.W., Washington, D.C. 20006-3434 ("**Allied**").

Preliminary Statements

The Assignor has executed and delivered its Promissory Note (the "**Note**") to Allied in the aggregate principal amount of Twenty million Dollars (\$20,000,000) pursuant to a certain Investment and Security Agreement dated of even date between Assignor and Allied (as amended from time to time, the "**Investment Agreement**"). In order to induce Allied to execute and deliver the Investment Agreement, Assignor has agreed to assign to Allied certain trademark rights. Pursuant to the Investment Agreement, Assignor has granted Allied a lien on and security interest in all Equipment, Inventory, General Intangibles and all other assets of Assignor (the "**Other Assets**") relating to all activities of the Assignor under the Intellectual Property (as defined below), whereby Allied shall have the right to foreclose on the Intellectual Property and the Other Assets in the event of the occurrence and continuance of an Event of Default under the Investment Agreement, in order that the owner of the Intellectual Property may continue to conduct its business in substantially the same manner as maintained by the Assignor. Capitalized terms used but not defined herein have the meanings set forth in the Investment Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby makes the following covenants, agreements, representations, and warranties with, to, and for the benefit of, Allied:

1. **Grant Of Security Interest.** To secure the complete and timely satisfaction of the Obligations, the Assignor hereby grants, assigns, and conveys to Allied a security interest in, and collaterally assigns to Allied, all of the Assignor's now owned and hereafter acquired property described below (collectively, the "**PTO Collateral**"):

(a) All of the Assignor's trademarks (which shall include all service marks) (whether or not registered), trademark registrations, trademark applications, trade names (which shall include all fictitious, assumed and business names) and registered user rights, including the trademarks, trademark registrations, trademark applications, and trade names listed on Schedule A attached hereto and made a part hereof, and (i) all renewals and recordations of any of the foregoing, (ii) all income, royalties, license fees, damages and payments now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection

therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing, together with the items described in clauses (i) - (iv) above, are referred to herein, either individually or collectively, as the "**Trademarks**"); and

(b) All of the Assignor's now owned and hereafter acquired goodwill of Debtor's business connected with or associated with and symbolized by the Trademarks ("**Goodwill**"); and

(c) All of the Assignor's right, title and interest (but not the Assignor's obligations) as a licensee of any trademarks of and from any other Person for use in the business that the Assignor is engaged in on the date of this Agreement ("**Licensed Rights**");

(d) All now existing and hereafter arising cash and non-cash proceeds (as that term is used in UCC) and all other amounts and royalties received in respect of any sale, exchange, lease, license or other disposition of any Trademarks or Goodwill, and including insurance proceeds, and if any of the foregoing are stored with any other person, all of the Assignor's rights relating to the storage and retrieval thereof and access thereto (referred to herein as "**Proceeds**"); and

(e) All of the Assignor's now owned and existing and hereafter acquired or created franchise agreements, licenses, manufacturing formulas, research materials, engineering reports and other work product, trade secrets, opinions of trademark counsel, agreements with employees and former employees, books, records, documents, ledger cards, invoices, bills of lading and other shipping evidence, credit files, computer programs, tapes, discs, diskettes, and other data and software storage medium and devices, customer lists, mailing lists, mailing labels, business forms and stationery, and other property and general intangibles evidencing or relating to the Trademarks, Goodwill, and/or Proceeds, together with the file cabinets or other containers in which the foregoing are stored (including any rights of the Assignor with respect to the foregoing maintained with or by any other person), and if any of the foregoing are stored with any other person, all of the Assignor's rights relating to the storage and retrieval thereof and access thereto (referred to herein as "**Records**").

2. **Obligations Secured.** The Assignor makes this assignment to Allied to secure repayment of the Obligations.

3. **Warranties And Covenants.**

(a) *Good Title.* All of the existing PTO Collateral is valid and subsisting in full force and effect. Assignor owns the sole, full and clear title thereto, and the right and power to grant the assignments granted hereunder. The PTO Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interest or encumbrances of any nature whatsoever, except the assignment granted hereunder.

(b) *No Transfer.* The Assignor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or

non-exclusive license relating to, or otherwise dispose of any of the PTO Collateral without the prior written consent of Allied to any such action.

(c) *Lien Perfection.* The Assignor will, at the Assignor's sole expense, perform all acts and execute, perfect, maintain, record or enforce the assignment in the PTO Collateral or to otherwise further the provisions of this Assignment. The Assignor hereby authorizes Allied to execute and file one or more financing statements (or similar documents) with respect to the PTO Collateral, signed only by Allied.

(d) *Power of Attorney.* The Assignor will, concurrently with the execution and delivery of this Assignment and from time to time upon Allied's request, execute and deliver to Allied such number of originals of a Power of Attorney in the form of Annex A annexed hereto as Allied may reasonably request for the implementation of the assignment, sale or other disposition of the PTO Collateral pursuant to Allied's exercise of the rights and remedies granted to Allied hereunder. Allied shall exercise such Power of Attorney only during the continuation of any Event of Default or at any other time expressly authorized by the Assignor.

(e) *Costs; Litigation.* Allied may, in its reasonable discretion, do any act that the Assignor fails to do as required hereunder or as requested by Allied to preserve, defend, protect, maintain, record or enforce the PTO Collateral or the assignment granted hereunder, including without limitation, the payment of reasonable filing fees, reasonable court costs, reasonable travel expenses and reasonable attorneys' fees. If any of the PTO Collateral is or becomes the subject of any litigation, Allied may, at its option, have the right to control such litigation, select counsel, determine whether settlement shall be offered or accepted, determine and negotiate all settlement terms and be indemnified by the Assignor for all reasonable costs of litigation and settlement including, without limitation, all reasonable costs, expenses and attorneys' fees. The Assignor will be liable to Allied for any payments under this paragraph, which shall be deemed reasonable expenses under the terms of the Investment Agreement.

(f) *No Other Patents/Trademarks; No Pending Applications.* Other than the PTO Collateral, the Assignor has no patents or trademark registrations issued by, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in the United States or any other country.

(g) *No Subsequent Applications; After Acquired Property.* The Assignor will not file any application for the issuance of a patent or registration of a trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any other country or state, unless Assignor has by prior written notice informed Allied of such action and obtained Allied's consent thereto. Any such application for a patent or for registration of a trademark and any resulting letters patent and registrations shall become part of the PTO Collateral. Upon the request of Allied, the Assignor will execute and deliver to Allied any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Allied to effect and confirm an assignment of such application, patents and registrations to Allied.

(h) *No Abandonment.* The Assignor has not abandoned any pending patent or trademark application, and the Assignor will not do any act, nor omit to do any act, whereby any patents or trademarks may become abandoned or unenforceable. The Assignor will notify Allied immediately if it knows or has reason to know of any reason why any application, trademark or patent may become abandoned, invalidated or the subject of any suit.

(i) *Maintenance.* The Assignor will take all commercially reasonable steps deemed appropriate by Allied without cost to Allied in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country or state to maintain the PTO Collateral, including, without limitation, filing of renewals and paying annuities.

(j) *Notify.* The Assignor will promptly notify Allied if the Assignor (or Affiliate or Subsidiary thereof) learns of any use by any person of any infringement of the PTO Collateral. If requested by Allied, the Assignor, at the Assignor's sole expense, will join with Allied in such action as Allied, in Allied's discretion, may deem advisable for the protection of Allied's interest in and to the PTO Collateral.

(k) *Indemnification.* The Assignor assumes all responsibility and liability arising from its use of the PTO Collateral, and the Assignor hereby indemnifies and holds Allied harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees) arising out of (i) any alleged defect in any product manufactured, promoted or sold by Assignor (or any affiliate or subsidiary thereof) in connection with any PTO Collateral, (ii) the manufacture, promotion, labeling, sale or advertisement of any such product by Assignor (or any Affiliate or Subsidiary thereof), or (iii) the provision of services relating to the PTO Collateral by the Assignor (or any Affiliate or Subsidiary thereof).

(l) *Release.* The Assignor releases Allied from all claims, causes of action and demands arising at any time out of or with respect to this Assignment, the PTO Collateral and/or any actions taken or to be taken by Allied with respect thereto.

(m) *Amendment of Registration.* The Assignor acknowledges that certain of the Trademarks are registered in the name of the Assignor predecessor by merger, COHR, Inc., a California corporation, and in the name of Health Resources Institute, a prior name of COHR, Inc. The Assignor hereby authorizes Allied to amend the Trademark registrations on behalf of the Assignor to assure that all Trademarks are properly registered in the name of the Assignor. The Assignor agrees to pay all reasonable out-of-pocket expenses, including reasonably attorney's fees, incurred by the Assignor to prepare and file such amendments.

(n) *Further Assurances.* The Assignor shall execute such further agreements, documents, financing statements and other instruments as may reasonably be requested by Allied in order to perfect the security interests granted herein.

4. **Allied's Remedies.** Upon declaration of Default under any of the Obligations and in addition to all other rights and remedies of Allied, whether provided under law or otherwise,

Allied may exercise the following rights and remedies without notice to, or consent by, Assignor except as such notice or consent is expressly provided for herein:

(a) *Stop Use.* Upon ten (10) days' written notice to the Assignor, Allied may require that neither the Assignor nor any Affiliate or Subsidiary of Assignor make any use of the PTO Collateral.

(b) *Licenses.* Upon ten (10) days' prior written notice to the Assignor, Allied may grant a license or licenses relating to PTO Collateral for such term or terms, on such conditions, and in such manner, as Allied shall in its reasonable judgment deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or nonexclusive basis throughout the United States of America, its territories and possessions and all foreign countries.

(c) *Sale.* Upon ten (10) days' prior written notice to the Assignor, Allied may assign, sell or otherwise dispose of the PTO Collateral or any part thereof, either with or without special conditions or stipulations. Allied may buy the PTO Collateral or any part thereof, and Allied may also execute assurances and perform all other acts that Allied may, in Allied's reasonable judgment, deem appropriate or proper to complete such assignment, sale or disposition.

(d) *Power of Attorney.* In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the PTO Collateral pursuant to Subparagraph 4.(d) hereof, Allied may at any time execute and deliver on behalf of Assignor, pursuant to the authority granted in the Powers of Attorney described in Subparagraph 3.(d) hereof, one or more instruments of assignment of the PTO Collateral (or application, letters patent or recording relating thereto), in form suitable for filing, recording or registration. Assignor will pay when due all costs incurred in any such transfer of the PTO Collateral, including, but not limited to, any taxes, fees and reasonable attorneys' fees.

(e) *Application of Proceeds; Deficiency.* Allied may first apply the proceeds actually received from any such license, assignment, sale or other disposition of the PTO Collateral to the reasonable costs and expenses thereof, including, without limitation to, reasonable attorneys' fees and all legal, travel and other expenses that may be incurred by Allied. Thereafter, Allied may apply any remaining proceeds to such of the Obligations as Allied may in its judgment determine. The Assignor will remain liable to Allied for any expenses or Obligations remaining unpaid after the application of such proceeds, and the Assignor will pay Allied on demand any such unpaid amount, together with interest at the rate set forth in the Investment Agreement.

(f) *Trade Secrets.* If any such license, assignment, sale or other disposition of the PTO Collateral (or any part thereof) is made after the occurrence of an event of default under any of the Obligations, Assignor will supply to Allied or Allied's designee, subject to an appropriate confidentiality agreement, the Assignor's knowledge and expertise relating to the manufacture and sale of the products according to the patented inventions, the provision of

services relating to the PTO Collateral, the Assignor's customer lists and other records relating to the distribution of said products.

5. **No Duty Of Allied; Non-Exclusive.** Nothing contained herein shall be construed as requiring Allied to take any action at any time. All of Allied's rights and remedies, whether provided under law, the Obligations, this Assignment or otherwise shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively or concurrently.

6. **Miscellaneous**

(a) *Satisfaction.* Upon the satisfactory completion of all the terms and conditions of this Assignment and the Obligations and upon payment in full of all monies due thereunder, Allied will execute a re-assignment of the PTO Collateral and deliver that re-assignment to the Assignor for filing by the Assignor at Assignor's expense.

(b) *No Waiver.* Any failure or delay by Allied to require strict performance by the Assignor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument, shall not affect Allied's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document or instrument shall be deemed to have been waived by any act or knowledge of Allied, its agents, officers or employees, but only by an instrument in writing, signed by an officer of Allied and directed to Assignor, specifying such waiver.

(c) *Notice.* All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly made if made in accordance with the terms of the Investment Agreement.

(d) *Severability; Captions.* If any provision hereof is deemed to be invalid by any court, such invalidity will not affect the remainder of this Assignment, which shall be deemed severable. The captions and paragraph headings herein shall not be considered part of the this Assignment.

(e) *Parties; Changes.* This Assignment is binding upon and for the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Assignment signed by the party to be charged thereby.

(f) *Choice of Law.* This Assignment is governed by the laws of the State of Maryland without regard to its rules for conflict of law.

(g) *WAIVER OF JURY TRIAL.* THE ASSIGNOR AND ALLIED WAIVE ALL RIGHT TO TRIAL BY JURY OF ALL CLAIMS OF ANY KIND ARISING UNDER THIS AGREEMENT. THE ASSIGNOR

AND ALLIED ACKNOWLEDGE THAT THIS IS A WAIVER OF A LEGAL RIGHT AND THAT THE ASSIGNOR AND ALLIED MAKE THIS WAIVER VOLUNTARILY AND KNOWINGLY AFTER CONSULTATION WITH COUNSEL OF THEIR RESPECTIVE CHOICE. THE ASSIGNOR AND ALLIED AGREE THAT ALL SUCH CLAIMS SHALL BE TRIED BEFORE A JUDGE OF A COURT OF COMPETENT JURISDICTION, WITHOUT A JURY.

[INTENTIONALLY BLANK]

- 7 -

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Assignor executes this Agreement under seal as of the day and year first above written.

WITNESS/ATTEST:

COHR INC.
a Delaware corporation

Carrie Blankenship

By: Raymond E. List (SEAL)
Name: Raymond E. List
Title: President

State of California, County Los Angeles of Los Angeles, ss:

I Hereby Certify, that on this 11th day of March, 1999, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared Raymond E. List who acknowledged himself/herself to be the President of COHR Inc., a Corporation, and that, as such Raymond List, being authorized so to do, executed the foregoing agreement for the purposes therein contained, by signing the name of the corporation, by himself/herself as President, and in my presence signed and sealed same.

As Witness my hand and notarial seal.

Lydia K. Prendiz
Notary Public

My commission expires 12/11/02



**SCHEDULE A
TO
TRADEMARK COLLATERAL ASSIGNMENT**

FEDERAL TRADEMARKS

Mark	Classes	Status	Appl No.	Filing Date	Reg #	Reg Date	Next Renewal
Cohr & Design	35, 36, 37, 42	Published	75-97712	5/1/97			
Cohr*	35, 36, 37, 42	Registered	75-975649	01/20/95	2077760	07/08/97	07/08/07
Cohr	9	Pending - Suspended	75-284758	05/01/97			
Design Only	9, 35, 36, 37, 42	Pending - Final Refusal	75-284757	05/01/97			
Vision Medical Services, Inc.	37	Registered	75-017943	11/13/95	2083052	07/29/97	07/29/07
Vision Medical Services, Inc. & Design	37, 42	Registered	75-017939	11/13/95	2118790	12/09/97	12/09/07
Ortho 8000	10	Allowed	75-017938	11/13/95			
Cohr 835 Direct*	9	Registered	74-650253	03/22/95	1980781	06/18/96	06/18/06
Cohr Masterplan*	37, 42	Registered	74-629248	01/20/95	2036424	02/11/97	02/11/07
Cohr*	9	Pending - Suspended	74-623655	01/20/95			
Design Only*	9, 35, 36,	Registered	74-623655	01/20/95	2038113	02/18/97	02/18/07

	37, 42												
Checkpoint*	42	Registered		74-497193	03/04/94	1975261	05/21/96				05/21/06		
Wasteless Wally*	41, 42	Registered		74-459650	11/18/93	1963662	03/26/96				03/26/06		

Mark	Classes	Status	Appl No.	Filing Date	Reg #	Reg Date	Next Renewal
Performance Connection*	41, 42	Registered	74-428102	08/24/93	1888912	08/24/93	08/24/03
Power Connection*	9	Registered	74-384507	04/26/93	1818822	02/01/94	02/01/04
Earth Aware & Design*	35, 41, 42	Registered	74-382731	04/21/93	2014656	11/12/96	11/12/06
Earth Aware*	35, 41, 42	Registered	74-382730	04/21/93	2026229	12/31/96	12/31/06
Cohr*	35	Registered	74-696431	11/19/87	1524773	02/14/89	02/14/09
Maintenance Masterplan*	35	Registered	73-696428	11/19/87	1499881	08/09/88	08/09/08
Purchase Connection*	35	Registered	73-592028	04/07/86	1451230	08/04/87	08/04/07
Center of Health Resources (Licensed to Cohr - Connection in 11/91)*	35	Registered	73-741169		1578390		

* = owned by Cohr, Inc. (CA)

CALIFORNIA TRADEMARKS

Mark	Classes	Status	Appl No.	Filing Date	Reg #	Reg Date	Next Renewal
Purchase Connection	102	Registered		02/09/87	26546	04/15/86 renewed 04/15/96	04/15/06
Connector Logo (Cohr Inc & Design)*	100	Registered		06/08/96	044939	08/07/95	08/07/05
Fanciful Design (Cohr Inc Design)*	102	Registered		04/17/95	044738	06/20/95	06/20/06
Connector Logo (Cohr Inc Design)*	101	Registered		06/08/95	044938	08/02/95	08/02/05
Connector Logo (Cohr Inc Design)*	103	Registered		06/08/95	044940	08/07/95	08/07/05
Connector Logo*	21	Registered		05/18/95	100289	07/13/95	07/13/05
Cohr Masterplan*	100	Registered		05/26/95	044886	07/24/95	07/24/05
Super Share**	100	Registered			34738	05/03/89	05/03/99
Information Masterplan*	100	Registered			44,595	05/05/95	05/05/05
Information Masterplan*	103	Registered			44,594	05/05/95	05/05/05
Information Masterplan*	21	Registered			100,082	05/05/95	05/05/05
Maintenance Masterplan*	101	Registered			31,737	01/14/88 renewed 1/14/98	01/14/08

Mark	Classes	Status	Appl No.	Filing Date	Reg #	Reg Date	Next Renewal
Cohr (Stylized)*	100	Registered			31,735	01/14/88 renewed 01/14/98	01-14-08

* = owned by Cohr, Inc. (CA)

** = owed by HRI

BALT1:204817:2:3/5/99
17295-44

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Mark	Classes	Status	Appl No.	Filing Date	Reg #	Reg Date	Next Renewal
Wasteless Wally (Character)		Registered		11/09/93	VA663428	11/15/93	
The Earth Aware waste management system: implementation manual		Registered			TX3611579	09/02/93	

Patents

None.

ANNEX A

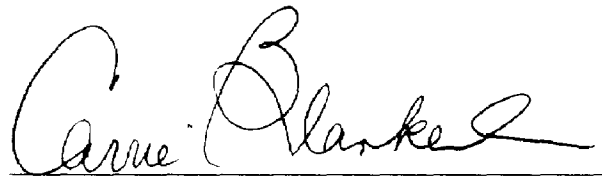
STATE OF)
)
COUNTY OF) **SPECIAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that COHR Inc., a Delaware corporation, with its principal place of business at _____ ("Assignor"), hereby appoints and constitutes Allied Capital Corporation, a Maryland corporation, with its principal place of business at 1919 Pennsylvania Avenue, N.W., Washington, D.C. 20006 ("Assignee"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power of authority to perform the following actions on behalf of Assignor:

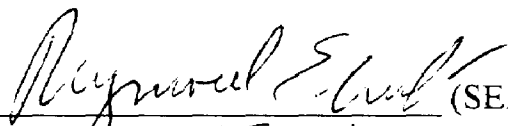
1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Assignee, pursuant to its exercise of rights as provided in the Collateral Assignment of Patents and Trademarks, deems necessary or advisable for the purpose of assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to any patents, together with any reissues, continuation, continuation-in-part and divisions thereof, and in order to preserve, defend, protect, maintain or accomplish any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Assignee, pursuant to its exercise of rights as provided in the Collateral Assignment of Patents and Trademarks, deems necessary or advisable to further the purposes described in subparagraph 1. hereof.

This Power of Attorney is made pursuant to a Collateral Assignment of Patents and Trademarks between Assignor and Assignee dated as of March 5, 1999, is not effective unless a default has occurred and is continuing under such collateral assignment while effective and may not be revoked until the payment in full of all Obligations, as such term is defined in the Assignment.

WITNESS/ATTEST:



COHR INC.
a Delaware corporation

By:  (SEAL)
Name: Raymond E. List
Title: President