



## SECOND SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This Supplemental Trademark Security Agreement (the "Agreement"), is made as of the 5th day of May, 1999, among **ARTROMICK INTERNATIONAL, INC.**, a Delaware corporation (the "Borrower") and **SUNTRUST BANK, ATLANTA**, as agent (the "Agent"),

### W I T N E S S E T H:

WHEREAS, the Borrower and the Agent are parties to that certain Trademark Security Agreement dated as of May 7, 1998 (the "Trademark Agreement") as supplemented by that certain Supplemental Trademark Security Agreement dated as of January 28, 1999; and

WHEREAS, pursuant to paragraph 6 of the Trademark Agreement the Borrower is required to notify the Agent if the Borrower (i) obtains rights to any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications or (ii) becomes entitled to the benefit of any trademarks, trade names, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals or license agreements whether as licensee or licensor and the provisions of paragraph 4 of the Trademark Agreement shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses); and

WHEREAS, paragraph 6 further authorizes the Agent to modify the Trademark Agreement unilaterally (i) by amending Schedule 1 to the Trademark Agreement to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, which are Trademarks under paragraph 4 of the Trademark Agreement or under paragraph 6 of the Trademark Agreement and (ii) by filing, in addition to and not in substitution for the Trademark Agreement, a duplicate original of the Trademark Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications; and

WHEREAS, the Borrower has acquired certain registered trademarks and/or trademark applications from Pharmaceutical Consultants, Inc. d/b/a PCI/Trans-Aid and has notified the Agent of such acquisition; and

WHEREAS, in connection therewith, the Borrower and the Agent desire further to supplement the Trademark Security Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that all capitalized

terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Trademark Agreement, and further agree as follows:

1. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Borrower hereby grants to the Agent for the benefit of the Lender Group a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Borrower's now owned or existing and hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on the Supplement II to Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Borrower's business symbolized by the foregoing and connected therewith and (e) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 1(i), are sometimes hereinafter individually and/or collectively referred to as the "New Trademarks"); and (ii) the goodwill of the Borrower's business connected with and symbolized by the New Trademarks.
2. Amendment to Schedule 1 of Trademark Agreement. Schedule 1 of the Trademark Agreement is hereby supplemented by the Supplement II to Schedule 1 attached hereto and incorporated herein by reference.
3. Incorporation of the Trademark Agreement. The Trademark Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
4. Counterparts/Telecopy Signature. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart thereof.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized officers or representatives to execute and deliver this Agreement as of the day and year first written above.

Sworn to and subscribed before me this 5 day of May, 1999.

*Carol A. Head*  
NOTARY PUBLIC

ARTROMICK INTERNATIONAL, INC.

By: *[Signature]*  
Its: Co-Chairman

My Commission Expires

CAROL A. HEAD  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Charles County  
My Commission Expires: Sept. 23, 2002

Accepted and agreed to as of the day and year first above written:

Sworn to and subscribed before me this \_\_\_ day of May, 1999.

SUNTRUST BANK, ATLANTA,  
as Agent

By: \_\_\_\_\_  
Its: \_\_\_\_\_

NOTARY PUBLIC

My Commission Expires

Sworn to and subscribed before me this \_\_\_ day of May, 1999

NOTARY PUBLIC

My Commission Expires

By: \_\_\_\_\_  
Its: \_\_\_\_\_



**Supplement II to Schedule 1**  
**to**  
**Supplemental Trademark Security Agreement**

**United States Trademarks**

<u>Name</u>	<u>Record Owner</u>	<u>Registration Number</u>
Controlled Dosage System	Artromick International, Inc.	1,039,454
PCI Logo	Artromick International, Inc.	1,033,629
PCI TransAid	Artromick International, Inc.	2,120,845
Pharmabin	Artromick International, Inc.	1,441,759
Pharmablisters	Artromick International, Inc.	1,439,988
Pharmacard	Artromick International, Inc.	1,442,041
Pharmacart	Artromick International, Inc.	1,412,246

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RECORDED: 06/08/1999

TRADEMARK  
REEL: 001911 FRAME: 0514