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U.S. Department of Commerce
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TRADEMARK

06-24-1999

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Conveyance Type

- Assignment License
 - Security Agreement Non-Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

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- Corporation
- 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.)

06/30/1999 DNGUYEN 00000247 1983858

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
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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="1983858"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Vivian Polak, Esq.

6/23/99

Name of Person Signing

Signature

Date Signed

COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 14th day of June, 1999, by the undersigned, INNET, INC., a New Jersey corporation ("Grantor") in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation ("Fleet"), as Agent (Fleet, acting in such capacity, herein sometimes called "Agent") for itself and all other Lenders from time to time party to the Credit Agreement defined below (the "Lenders");

WITNESSETH THAT:

WHEREAS, Grantor owns and uses, or will own and use within thirty (30) days of the date hereof, certain trademarks which are registered in the United States Patent and Trademark Office, all as more fully described on Exhibit "A", attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, the Lenders propose to make certain loans and advances to Byram Healthcare Centers, Inc., a New Jersey corporation ("Borrower") on the date hereof and hereafter, all pursuant to that certain Credit Agreement, dated as of even date herewith, among Borrower, the Affiliate Guarantors identified as such therein (including Grantor), the Lenders and Agent (hereinafter, together with any amendments, modifications or supplements thereto, called the "Credit Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, as a condition precedent to the extension of such financial accommodations to Borrower pursuant to the Credit Agreement, the Lenders have required that Grantor grant to Agent a security interest in and collateral assignment of the Trademark Rights;

NOW, THEREFORE, in order to induce the Lenders to consummate the financial accommodations to Borrower provided for in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Agent a security interest in, and makes to Agent a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to Agent for the payment of all Obligations to Lenders and Agent, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Credit Agreement and that certain Security Agreement, dated as of even date herewith, made by Grantor in favor of Agent (the "Security Agreement").


Notwithstanding the foregoing, unless and until Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Grantor shall own, and may use and enjoy the Trademark Rights in connection with its business operations.

Grantor further agrees (a) that Agent shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent material to the conduct of its business, (b) that it shall forthwith advise Agent in writing of infringements of the Trademark Rights known by it and (c) that if Borrower fails to comply with the requirements of the preceding clause (a), during an Event of Default which continues uncured for ninety (90) days, Agent may do so in Grantor's name or in Agent's name but at Grantor's expense, and Grantor hereby agrees to reimburse Agent for all reasonable expenses, including attorneys, fees, incurred by Agent in protecting, defending and maintaining the Trademark Rights owned by Grantor.

The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Credit Agreement and the payment and satisfaction in full of the Obligations. At such time, Agent shall promptly execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Agent's interest in and to reconvey to Grantor or the Trademark Rights, all at the cost and expense of Grantor.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized as of the date first above written.

INNET, INC.

By: 

Lawrence E. Jane
Chief Financial Officer

On this 14th day of June, 1999, before me appeared Lawrence E. Janes, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his capacity as Chief Financial Officer of INNET, INC., who acknowledged that he signed same as his free act for and on behalf of the identified company with authority to do so.

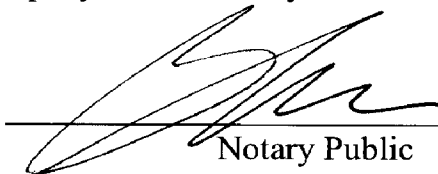

Notary Public



EXHIBIT "A"

Trademark

Registration No.

"INNET"

1,983,858