



06-23-1999

U.S. Patent & TMOfr/TM Mail Rcpt Dt. #47

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Commissioner of Pa

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Y U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Attached original documents or copy thereof.

1. Name of conveying party(ies):

NAT-RUL HEALTH INC.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 4, 1999

2. Name and address of receiving party(ies)

Name: DIME CAPITAL PARTNERS, INC.

Internal Address:

Street Address: 1401 Valley Road

City: Wayne State: NJ ZIP: 07470

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New Jersey
- Other

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 patent number(s):

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

see attached schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Glenn A. Gundersen

Internal Address: Dechert Price & Rhoads

4000 Bell Atlantic Tower

Street Address: 1717 Arch Street

City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

04-0475

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

06/30/1999 DNGUYEN 00000177 040475 117780

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OR FC1482

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.

Stephanie E. Thier, Esq.
Name of Person Signing

Signature

6/23/99
Date

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 001922 FRAME: 0452

Schedule A

Security Agreement between
NAT-RUL HEALTH INC. and DIME CAPITAL PARTNERS, INC.

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
NAT-RUL HEALTH AND DESIGN	1,177,780	11/17/81
MAXIMUM MEMORY	1,297,254	9/18/84
LIFEMATE	1,854,439	9/20/84
MAXIMUM VIRILITY	1,311,695	12/25/84
MAXIPHANE	1,196,629	1/1/82

**TRADEMARK AND PATENT
COLLATERAL SECURITY AGREEMENT**

This is a TRADEMARK AND PATENT COLLATERAL SECURITY AGREEMENT (the "Agreement"), dated June 4, 1999, executed and delivered by NAT-RUL HEALTH INC., a Delaware corporation having its chief executive office c/o Siewert & Co. LLC, 595 Madison Avenue, Suite 3400, New York, New York 10022 ("Debtor"), to DIME CAPITAL PARTNERS, INC., a New Jersey corporation, having its principal office at 1401 Valley Road, Wayne, New Jersey 07470 ("Secured Party").

Background

WHEREAS, Debtor and Secured Party have entered into that certain Senior Subordinated Credit and Securities Purchase Agreement dated as of even date herewith (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which Debtor shall execute and deliver to Secured Party its Senior Subordinated Note due March 31, 2009 (the "Note") in the initial aggregate principal amount of One Million, Two Hundred Fifty Thousand Dollars (\$1,250,000) and a warrant to purchase up to an aggregate of 37,400 shares of Debtor's common stock, par value \$.01 per share; and

WHEREAS, in order to secure the prompt and complete payment, observance and performance of all of the obligations of Debtor under the Note, the Purchase Agreement and the other Financing Documents (as defined in the Purchase Agreement) (together, the "Obligations"), Secured Party has required, as a condition, among others, to entering into the Purchase Agreement and purchasing the Note, that Debtor grant Secured Party a security interest in all of Debtor's Trademarks and Patents (as defined herein) in accordance with the terms of this Agreement.

Terms

NOW, THEREFORE, in consideration of the premises set forth herein, Debtor hereby agrees with Secured Party for its benefit and the benefit of any transferees or assignees of the Note and the Financing Documents, as follows (unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement):

SECTION 1. Grant of Security Interest. In order to secure the full and timely payment and performance of the Obligations, Debtor hereby grants to Secured Party a first priority security interest (the "Security Interest") in the following collateral (collectively, the "Collateral"):

(a) all of Debtor's now or hereafter acquired or adopted service marks, trademarks, trade names, trade dress, designs and general intangibles of a like nature, all registrations, recordings, applications for registrations (excluding intent to use

applications filed with the United States Patent and Trademark Office), and renewals of registrations thereof, and the goodwill of the business symbolized thereby, including without limitation the trademarks, service marks and U.S. trademark and service mark registrations shown in the attached Exhibit A (collectively, the "Trademarks"); and

(b) all of Debtor's now or hereafter acquired unpatented inventions (whether or not patentable), patent applications and letters of patent and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, including, without limitation, the letters of patent and patent applications shown in the attached Exhibit B (collectively, the "Patents"); and

(c) all proceeds of, and rights associated with the Trademarks and Patents, including any license royalties, the right to sue third parties for past, present or future infringement, unfair competition, or dilution or for any injury to the goodwill associated with any of the Trademarks and Patents; and

(d) all of Debtor's rights under all licenses of Trademarks and Patents and related general intangibles, whether now held or hereafter acquired (the "Licenses").

SECTION 2. Rights and Remedies Upon Default. Upon the occurrence and during the continuance of any Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under law, this Agreement, the other Financing Documents or otherwise, Secured Party shall have the following rights and remedies, which may be exercised without notice to, or consent by, Debtor:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Patents or Trademarks for any purpose whatsoever. Secured Party may make use of any Patents or Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Secured Party.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) In order to implement the assignment, sale, or other disposition of any of the Collateral, Secured Party may at any time execute and deliver on behalf of Debtor one or more instruments of assignment of the Patents and Trademarks (or any applications, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such

transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses.

(d) Debtor will, concurrently with execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the forms attached as Exhibits C and D for the implementation of the assignment, sale or other disposition of the Patents and Trademarks pursuant to Secured Party's exercise of the rights granted to it under this Agreement on and after an Event of Default exists or has occurred and is continuing.

SECTION 3. Further Assurances. From time to time Debtor shall execute and deliver to Secured Party such additional instruments as Secured Party may reasonably request to effectuate the purposes of this Agreement and to assure Secured Party of its valid first priority security interest in and lien on the Collateral. Debtor irrevocably appoints Secured Party as its lawful attorney and agent to execute on behalf of Debtor all financing statements, amendments and any other documents which Secured Party deems reasonably necessary for the perfection or maintenance of the Security Interest granted hereunder. The powers of attorney granted to Secured Party in and in connection with this Agreement are coupled with an interest and are irrevocable so long as this Agreement is in force.

SECTION 4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to any otherwise applicable principles of conflicts of laws or choice of law.

SECTION 5. Incorporation of Security Documents by Reference. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest made and granted hereby are more fully set forth in certain Security Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between this Agreement and the Security Documents, the terms of the Security Documents are controlling.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

SECTION 7. Waiver. No failure or delay on the part of Secured Party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by Secured Party.

SECTION 8. Amendment. No change or modification to this Agreement shall be valid unless in writing and signed by Secured Party and Debtor.

SECTION 9. Benefit. This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and permitted assigns of the parties hereto. Debtor shall not assign any of its rights or obligations hereunder without the prior written consent of Secured Party.

SECTION 10. Invalidity. If any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and this Agreement shall be construed as if such invalid or unenforceable provisions had never been contained herein.

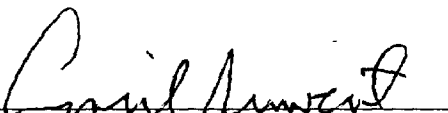
SECTION 11. WAIVER OF JURY TRIAL; CONSENT TO JURISDICTION.

(a) EXCEPT AS PROHIBITED BY LAW, EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(b) DEBTOR IRREVOCABLY SUBMITS AND CONSENTS TO THE JURISDICTION OF ANY NEW JERSEY SUPERIOR OR FEDERAL COURT SITTING IN NEW JERSEY OVER ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE FINANCING DOCUMENTS, AND THE DEBTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW JERSEY SUPERIOR OR FEDERAL COURT.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed and delivered on the date first above written.

NAT-RUL HEALTH INC.

By: 
Name: Cyril Siewert
Title: Chief Executive Officer

Acknowledged and Agreed to by:

DIME CAPITAL PARTNERS, INC.

By: _____

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed and delivered on the date first above written.

NAT-RUL HEALTH INC.

By: _____
Name: Cyrill Siewert
Title: Chief Executive Officer

Acknowledged and Agreed to by:

DIME CAPITAL PARTNERS, INC.

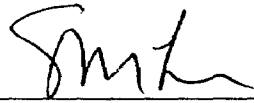
By: 

EXHIBIT A

Trademarks

1. NAT-RUL HEALTH AND DESIGN. Registered with the US Patent and Trademark Office on November 17, 1981. Registration Number 1,177,780.
2. MAXIMUM MEMORY. Registered with the US Patent and Trademark Office on September 18, 1984. Registration Number 1,297,254.
3. LIFEMATE. Registered with the US Patent and Trademark Office on September 20, 1984. Registration Number 1,854,439.
4. MAXIMUM VIRILITY. Registered with the US Patent and Trademark Office on December 25, 1984. Registration Number 1,311,695.
5. MAXIPHANE. Registered with the US Patent and Trademark Office on January 1, 1982. Registration Number 1,196,629.

EXHIBIT B

Patents

None.

EXHIBIT C

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK :
 : ss.
COUNTY OF NEW YORK :

KNOW ALL MEN BY THESE PRESENTS THAT **NAT-RUL**

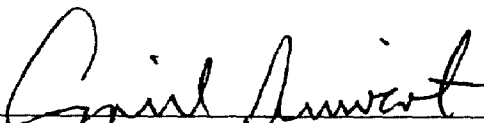
HEALTH INC., a Delaware corporation ("Debtor"), hereby appoints and constitutes **DIME CAPITAL PARTNERS, INC.**, a New Jersey corporation ("Secured Party"), and its successors and assigns, its true and lawful attorney upon the occurrence of an Event of Default under that certain Senior Subordinated Credit and Securities Purchase Agreement dated as of June 4, 1999 between Debtor and Secured Party (the "Purchase Agreement"), pursuant to which Debtor will issue to Secured Party its Senior Subordinated Note due March 31, 2009 (the "Note") in the initial aggregate principal amount of One Million, Two Hundred Fifty Thousand Dollars (\$1,250,000) and a warrant to purchase up to an aggregate of 37,400 shares of Debtor's common stock, par value \$.01 per share, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

1. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to the trademarks and service marks shown in the attached Schedule A, all other service marks, trademarks, trade names, trade dress and designs now or hereafter acquired or adopted by Debtor, all registrations, applications for registration, recordings and renewals thereof, and the goodwill of the business symbolized thereby, and for the purpose of recording, registering, applying for registration of, or accomplishing any other formality with respect to the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to achieve the purposes described above as Secured Party may in its sole discretion determine.

This power of attorney is made pursuant to a TRADEMARK AND PATENT COLLATERAL SECURITY AGREEMENT, dated June 4, 1999, from Debtor to Secured Party and may not be revoked until the payment in full of the Note, and the performance and fulfillment of all of the covenants and obligations of Debtor pursuant to the Purchase Agreement.

NAT-RUL HEALTH INC.

By: 
Name: Cyrill Siewert
Title: Chief Executive Officer

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this 4th day of June, 1999, before me, the subscriber, a Notary Public of the State of New York, personally appeared Cyrill Siewert who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Chief Executive Officer of Nat-Rul Health Inc., the corporation named in the within Instrument; and said Instrument signed and delivered by said Cyrill Siewert as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Cyrill Siewert

Gail Nurnberger
Notary Public of New York

My Commission expires: 7/6/2000

GAIL NURNBERGER
Notary Public, State of New York
No. 4998513
Qualified in Nassau County
Commission Expires July 6, 2000

EXHIBIT D

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK :
 : ss.
COUNTY OF NEW YORK :

KNOW ALL MEN BY THESE PRESENTS THAT NAT-RUL

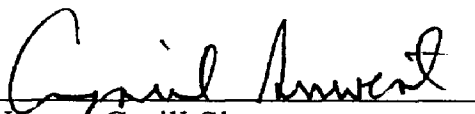
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1. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to the letters of patents shown in the attached Schedule A, all other patents, registrations, applications for registration, recordings and renewals thereof, all of Debtor's rights under all licenses of patents and related general intangibles, and all proceeds of, and rights associated with, the foregoing, whether now owned or hereafter acquired, and for the purpose of recording, registering, applying for registration of, or accomplishing any other formality with respect to the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to achieve the purposes described above as Secured Party may in its sole discretion determine.

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By: 
Name: Cyril Siewert
Title: Chief Executive Officer

STATE OF NEW YORK)
) SS.:
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Cyrill Siewert

Gail Nurnberger
Notary Public of New York

My Commission expires: 7/6/2000

GAIL NURNBERGER
Notary Public, State of New York
No. 498813
Qualified in Nassau County
Commission Expires July 6, 2000