

07-09-1999



101086708

all documents or copy thereof.

mnd
7-7-99
7-7-99
RE
T
To the Honorable Commissioner of Pa

1. Name of conveying party(ies):
HOLLISTER-STIER LABORATORIES LLC
3525 North Regal Street
Spokane, Washington 99207
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State:
 Other **Delaware Limited Liability Company**
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: **FLEET CAPITAL CORPORATION, as Agent**
Internal Address: _____
Street Address: **200 Glastonbury Boulevard**
City: **Glastonbury** State: **CT** ZIP: **06033**
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Rhode Island**
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **May 31, 1999**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
SEE ATTACHED A
Additional numbers attached? Yes No

B. Trademark registration No.(s)
SEE ATTACHED A

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Federal Research Corp.**
Internal Address: _____
Street Address: **400 Seventh Avenue, N.W.**
Suite 101
City: _____ State: **DC** ZIP: **20004**

6. Total number of applications and registrations involved: **23**
7. Total fee (37 CFR 3.41): **\$ 540.00**
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

07/08/1999 MTHA11 00000114 544387 DO NOT USE THIS SPACE

01 FC:481
02 FC:482
Statement and signature. **40.00 OP**
550.00 OP

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

Kim Brathwaite
Name of Person Signing

Kim Brathwaite
Signature

6/24/99
Date

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

5

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

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated May 31 1999, by and between HOLLISTER-STIER LABORATORIES LLC and FLEET CAPITAL CORPORATION, as Agent.

Trademark	Country	Appl No/App Date	Reg No/Reg Date	Status
ALLERGEX	United States of America		544387 Jun-26-1951	REG
ALLERGY FORUM	United States of America		1841557 Jun-21-1994	REG
ALLPYRAL	United States of America		754485 Aug-13-1963	REG
ANA-GUARD	United States of America		1643320 May-07-1991	REG
ANA-KIT	United States of America		1961512 Mar-12-1996	REG
ANA-KIT (STYLIZED)	United States of America		1939510 Dec-05-1995	REG
ANAKIT	United States of America		1564139 Nov-07-1989	REG
ANATWIN	United States of America	75/508740 Jun-25-1998		PEN
ANATWINJR	United States of America	75/508744 Jun-25-1998		PEN
BIPHRIINE	United States of America		75/327517 Jul-21-1997	PEN
BIPHRIINE JR.	United States of America	75/327518 Jul-21-1997		PEN

Trademark	Country	Appl No/App Date	Reg No/Reg Date	Status
CURRNT ALLERGY PRACTICE	United States of America		1903921 Jul-04-1995	REG
DUODOSE	United States of America	75/508747 Jun-25-1998		PEN
DUODOSEJR	United States of America	75/508741 Jun-25-1998		PEN
HOLLISTER-STIER	United States of America	75/478574 May-04-1998		PEN
HOLLISTER-STIER LABORATORIES	United States of America		775252 Aug-18-1964	REG
PRE-PEN	United States of America		15904676 April 10, 1990	REG
OUINTEST	United States of America		2012379 Oct-29-1996	REG
TWINDOSE	United States of America	75/508746 Jun-25-1998		PEN
TWINDOSEJR	United States of America	75/508742 Jun-25-1998		PEN
TWINJECT	United States of America	75/350162 Sep-02-1997		PEN
TWINJECTJR	United States of America	75/442068 Feb-27-1998		PEN
VENOMIL	United States of America		1250145 Sep-06-1983	REG

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Hollister-Stier Laboratories LLC, a limited liability company formed under the laws of the State of Delaware ("Borrower"), having a principal place of business at 3525 North Regal Street, Spokane, Washington 99207, has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Agent and Lenders (each term as hereinafter defined), pursuant to (i) a certain Loan and Security Agreement, dated as of the date hereof (as may be further amended, modified or otherwise supplemented from time to time) among Borrower, Hollister-Stier Holdings, LLC, HS Allergy Company, Fleet Capital Corporation ("Fleet"), the various financial institutions named therein or which hereafter become a party thereto (Fleet and such other financial institutions, collectively, "Lenders") and Fleet as administrative and collateral agent for Lenders (Fleet in such capacity, "Agent") and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent, for the ratable benefit of Lenders (as each may be amended, supplemented, restated or otherwise modified from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for the ratable benefit of Agent and Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefore.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for the ratable benefit of Agent and Lenders and grant to Agent for the ratable benefit of Agent and Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: May 31, 1999

Witness:

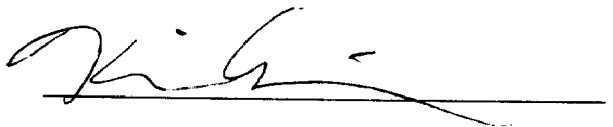


HOLLISTER-STIER LABORATORIES LLC

By: 

Name: Peter MacDonald
Title: Vice President

Witness:



FLEET CAPITAL CORPORATION, as Agent

By: 

Name: Frank J. Galle
Title: Vice President

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

On this 17th day of May, 1999, before me personally came Peter McDonald, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Hollister-Stier Laboratories LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by like order of said limited liability company.

Iliana Lopez
Notary Public

ILIANA LOPEZ
Notary Public, State of New York
No. 24-4996252
Qualified in Kings County
Certificate Filed in New York County
Commission Expires May 11 2000

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

On this 19 day of May, 1999 before me personally came Frank J. Galle to me known, who being by me duly sworn, did depose and say that he is Vice President of Fleet Capital Corporation, as Agent, the corporation described in and which executed the foregoing instrument; and that he said his name thereto by like order of said corporation.

Christina V. Lynge
Notary Public

CHRISTINA V. LYNGE
Notary Public, State of New York
No. 4902102
Qualified in New York County
Commission Expires July 27, 1999