

08-23-1999



COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Com... 101124092

with the attached original documents or copy thereof.

625-11-8-99
MEO

1. Name of conveying party(ies):

Option Care, Inc.

- Individual(s)
- General Partnership
- Corporation-State of California
- 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: February 5, 1999

2. Name and address of receiving party(ies):

Name: BankAmerica Business Credit, Inc.

Internal Address:

Street Address: 231 South LaSalle Street

City: Chicago State: IL ZIP: 60697

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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 registration number(s):

A. Trademark Application No.(s)

THE RIGHT OPTION (75/440,761)

B. Trademark Registration No.(s)

OPTION CARE (1,331,421)

Additional numbers attached? Yes No

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

Name: Joan L. Long

Internal Address: Mayer, Brown & Platt

Street Address: P.O. Box 2828

City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41) \$ 665.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

13-0019

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

DO NOT USE THIS SPACE

9. 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.

Joan L. Long
Name of Person Signing

Signature

August 10, 1999
Date

Total number of pages comprising cover sheet:

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

08/20/1999 MTHAI1 00000193 75440761

01 FC:481
02 FC:482

40.00 DP
625.00 DP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

TRADEMARK SCHEDULE

<u>TRADEMARK</u>	<u>REG./APP. NO.</u>
O.P.T.I.O.N. CARE	1,562,796
OPTIONET	1,604,898
BILLING PLUS	1,694,125
FOCIS	1,778,323
OPTIONCARE	1,804,925
ADDISON	2,179,767
FROG Logo	2,201,367
ADDISON ASTHMA PROGRAM	2,179,768
OPTION ONE	74/731558
ANY PATIENT, ANY SERVICE, ANYWHERE	2,149,462
OPTION CARE and Design	1,728,451
OPTION CARE and Design	1,804,925
JEOP-BIRD-DY	2,221,698
SOAR TO NEW HEIGHTS	2,221,699
SAMSON	2,221,696
SAMSON AND DESIGN	2,221,694
SAMSON AND DESIGN	2,221,695
"Miscellaneous Design"	2,221,697
"Miscellaneous Design"	2,218,959
THE BEST OPTION	75/511,504
OPTIONNET	2,068,555

OPTION CARE 2,073,162

WE HAVE THE SOLUTION FOR YOU 1,336,094

MANAGEMENT BY INFORMATION 2,228,752

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 5, 1999, is between Option Care, Inc., a California corporation (the "Grantor"), and BankAmerica Business Credit, Inc. (the "Lender").

WITNESSETH:

WHEREAS, pursuant to a Loan and Security Agreement dated as of February 5, 1999 (as amended, amended and restated or otherwise modified from time to time, the "Loan and Security Agreement") among the Lender, the Grantor and the other parties thereto, the Lender has agreed to make Loans to the Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to induce the Lender to make Loans pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Lender, and grant to the Lender a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment 1 hereto;

(b) all Trademark licenses, including any Trademark license referred to in Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Loan and Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan and Security Agreement. The Loan and Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations and the termination of the Loan and Security Agreement, the Lender shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Representations and Warranties; Covenants. The Grantor represents and warrants to, and the Grantor covenants with, the Lender that: (a) all Trademark Collateral is and shall continue to be owned by Grantor free and clear of all Liens whatsoever, except for the Security Interest and other Permitted Liens; (b) the Security Interest in the Trademark Collateral is not and shall not be subject to any prior Lien; and (c) the Grantor shall not, without the Lender's prior written consent, sell, lease or dispose of or permit the sale or disposition of the Trademark Collateral or any portion thereof.

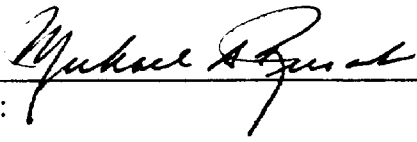
SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan and Security Agreement.

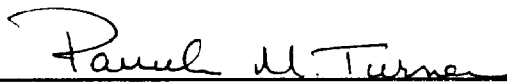
SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

OPTION CARE, INC., a California
corporation

By 
Name:
Title:

BANKAMERICA BUSINESS CREDIT, INC.

By 
Vice President

Registered Trademarks*

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States of America	OPTION CARE	1,331,421	April 16, 1985
United States of America	O.P.T.I.O.N. CARE	1,562,796	October 24, 1989
United States of America	OPTIONET	1,604,898	July 3, 1990
United States of America	BILLING PLUS	1,694,125	June 16, 1992
United States of America	FOCIS	1,778,323	June 22, 1993
United States of America	OPTIONCARE	1,804,925	November 16, 1993
United States of America	ADDISON	2,179,767	August 4, 1998
United States of America	A (AND DESIGN)	2,201,367	November 3, 1998
United States of America	ADDISON ASTHMA PROGRAM	2,179,768	August 4, 1998
United States of America	ANY PATIENT, ANY SERVICE, ANYWHERE	2,149,462	April 7, 1998
United States of America	OPTION CARE and Design	1,728,451	October 27, 1992
United States of America	OPTION CARE (STYLIZED)	1,804,925	November 26, 1993

*/ The separate registration of "Option Care" in the United States of America as registration number 1,572,579 on December 19, 1989, has been canceled.

United States of America	OPTIONNET	2,068,555	June 10, 1997
United States of America	OPTION CARE	2,073,162	June 24, 1997
United States of America	WE HAVE THE SOLUTION FOR YOU	1,336,094	May 14, 1985
United States of America	MANAGEMENT BY INFORMATION	2,228,752	March 2, 1999
United States of America	JEOP-BIRD-DY	2,221,698	February 2, 1999
United States of America	SOAR TO NEW HEIGHTS	2,221,699	February 2, 1999
United States of America	SAMSON	2,221,696	February 2, 1999
United States of America	SAMSON AND DESIGN	2,221,694	February 2, 1999
United States of America	SAMSON AND DESIGN	2,221,695	February 2, 1999
United States of America	"Miscellaneous Design"	2,221,697	February 2, 1999
United States of America	"Miscellaneous Design"	2,218,959	January 19, 1999
China	OPTION CARE	1,213,878	October 7, 1998

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
United States of America	RIGHT OPTION	75/440,761	February 17, 1998
United States of America	OPTION ONE	74/731,558	September 20, 1995

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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Joan L. Long

Name of Person Signing

Signature

August 10, 1999

Date

Total number of pages comprising cover sheet:

Do not detach this portion

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Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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