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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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101150427

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

VITALINK PHARMACY SERVICES, INC.
101 East State Street
Kennett Square, PA 19348



- 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: August 20, 1999

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

Name: MELLON BANK, N.A.

Internal Address: _____

Street Address: 1735 Market Street

City: Philadelphia State: PA ZIP: 19103

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other A NATIONAL BANKING ASSOCIATION

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)

75/393,062
75/393,061
75/393,060

B. Trademark registration No.(s)

1,816,479 2,156,115
2,144,011
1,820,843

Additional numbers attached? Yes No

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

Name: AMY E. CARROLL, ESQ.

Internal Address: _____

DRINKER BIDDLE & REATH LLP

Street Address: 1500 K Street, N.W.

Suite 1100

City: Washington State: D.C. ZIP: 20005

6. Total number of applications and registrations involved: _____

7

7. Total fee (37 CFR 3.41):..... \$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

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01 FC:481 40.00 DP
02 FC:482 150.00 DP

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.

AMY E. CARROLL

Name of Person Signing

Amy E. Carroll

Signature

September 15, 1999

Date

Total number of pages comprising cover sheet: _____

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TRADEMARK

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

TRADEMARK COLLATERAL AGREEMENT AND NOTICE dated as of August 20, 1999 by VITALINK PHARMACY SERVICES, INC., a Delaware corporation ("Assignor"), having an address at 101 East State Street, Kennett Square, PA 19348, to and in favor of MELLON BANK, N.A., a national banking association, having offices at 1735 Market Street, Philadelphia, PA 19103, for itself and as Agent ("Assignee") for certain secured parties (the "Secured Parties") under a security agreement dated August 20, 1999 (as amended, the "Security Agreement"), by and among Assignor, Genesis Health Ventures, Inc., the parent of Assignor, certain other subsidiaries of Genesis Health Ventures, Inc. and Assignee and certain credit and loan agreements referenced therein (the "Other Agreements").

WHEREAS, Assignor is the owner of certain United States trademarks as listed on Exhibit I hereto (the "Marks"); and

WHEREAS, the Secured Parties have agreed to extend certain credit to the Assignor under the Security Agreement and the Other Agreements on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Other Agreements) a security interest and lien in and to the Marks and all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Marks, and all Proceeds thereof and all other related claims and rights as more fully described in a certain Trademark Collateral Agreement in favor of the Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee for itself and as Collateral Agent for the other Secured Parties a security interest and lien in and to the Marks, and all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Marks, and all Proceeds thereof and gives notice of such security interest and the existence of such Trademark Collateral Agreement providing therefor.

Executed as of the date first above written.

VITALINK PHARMACY SERVICES, INC.

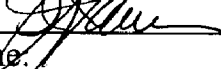
By:  _____
Name:
Title:

EXHIBIT I

To Trademark Collateral Agreement and Notice

<u>Trademark</u>	<u>Registration No./ (Serial No.)</u>	<u>Registration Date/ (Filing Date)</u>
Miscellaneous Design	(75/393,062)	(November 17, 1997)
VITALINK	1,816,479	January 11, 1994
VITALINK	2,144,011	March 17, 1998
VITALINK and Design	(75/393,061)	(November 19, 1997)
VITALINK OPTIMA and Design	(75/393,060)	(November 19, 1997)
VITALINK (Stylized)	1,820,843	February 8, 1994
VITALINK (Stylized)	2,156,115	May 12, 1998