

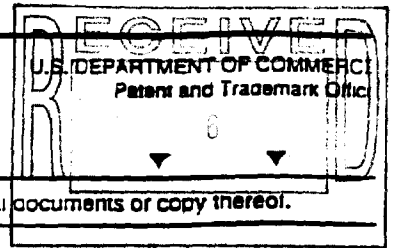
MPO REC 10-26-99

10-27-1999



101181622

SHEET Y



Tab FEMINOS To the Honorable Commissioner of Pa

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Heller Financial, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release

Execution Date: October 13, 1999

2. Name and address of receiving party(ies)

Name: American Medical Laboratories, Inc.

Internal Address:

Street Address: 14225 Newbrook Dr.

City: Chantilly State: VA ZIP: 20153

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

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

10/27/1999 KTHA11 00000005 1387500

DO NOT USE THIS SPACE

01 FCI481 9.05 Present 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.

Laura Konrath

Name of Person Signing

Signature

10/22/99

Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

Continuation
Item 4

SCHEDULE I
TRADEMARK SECURITY AGREEMENT

AMERICAN MEDICAL LABORATORIES, INC.

Reel/Frame: See Trademark Security Agreement attached hereto as Exhibit I
Recordation: See Trademark Security Agreement attached hereto as
Exhibit I

U.S. TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Shield	1,389,500	4/8/86
American Medical Laboratories, Inc.	1,434,301	3/24/87
AML	1,411,771	9/30/86
AML	1,746,221	1/12/93

U.S. TRADEMARK APPLICATIONS

<u>Description</u>	<u>Serial No.</u>	<u>Filing Date</u>
AML underscored by a line [letters are blue, underscore is red]	75-457116	3/25/98

RELEASE

This Release granted on this 13th day of October, 1999, by HELLER FINANCIAL, INC., as Agent ("Agent") to AMERICAN MEDICAL LABORATORIES, INC., a Virginia corporation, ("Grantor"), as follows:

WITNESSETH

WHEREAS, the Grantor has heretofore granted to the Agent a Security Interest in certain U.S. trademarks, trademark registrations, trademark applications, trade names and service marks and trademark licenses (the "Marks") more particularly set forth on Schedule I attached hereto to secure the Obligations of the Grantor as defined in the Trademark Security Agreement between the parties dated April 7, 1999 (the "Trademark Security Agreement"); and

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Marks to the Grantor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in and to the Marks, and more particularly the security interest in the trademarks, trademark registrations, trademark applications, trade names and service marks and trademark licenses set forth on Schedule I hereto granted to the Agent by the Grantor by the Trademark Security Agreement.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

Dated: October 13, 1999

[SEAL]

HELLER FINANCIAL, INC., as Agent

By: 

Name: Michael Sznajder

Title: Senior Vice President

State of Illinois)
) ss.
County of Cook)

On this 13th day of October, 1999 before me personally appeared Michael Sznajder, to me known who, being by me duly sworn, did depose and say that he is a Senior Vice President of Heller Financial, Inc., described herein and which executed the foregoing instrument and that he signed his name thereto pursuant to the authority granted by Heller Financial, Inc.

Elizabeth E. Motts
Notary Public

My Commission Expires: March 6, 2002



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<u>Description</u>	<u>Serial No.</u>	<u>Filing Date</u>
AML underscored by a line [letters are blue, underscore is red]	75-457116	3/25/98

TRADEMARK SECURITY AGREEMENT

WHEREAS, AMERICAN MEDICAL LABORATORIES INC., a Virginia corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into a Credit Agreement dated as of April 7, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Agent and the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of April 7, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

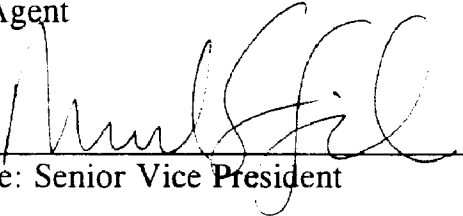
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

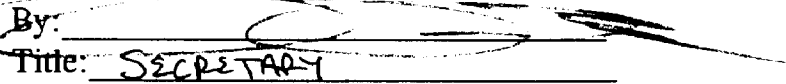
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 7th day of April, 1999.

Acknowledged:

HELLER FINANCIAL, INC.,
as Agent

By: 
Title: Senior Vice President

**AMERICAN MEDICAL
LABORATORIES, INC.**

By: 
Title: SECRETARY

Schedule 1
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Shield	1,389,500	April 8, 1986
American Medical Laboratories, Inc.	1,434,301	March 24, 1987
AML	1,411,771	September 30, 1986
AML	1,746,221	January 12,

TRADEMARK APPLICATIONS

<u>DESCRIPTION</u>	<u>APPLICATION DATE</u>	<u>SERIAL NO.</u>
AML underscored by a line [letters are blue, underscore is red]	March 25, 1998	75-457116

TRADEMARK LICENSES

None.

WINSTON & STRAWN

200 PARK AVENUE
NEW YORK, NY 10166-4193

1400 L STREET, N.W.
WASHINGTON, D.C. 20005-3502

35 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601-9703

(312) 558-5600

FACSIMILE (312) 558-5700

21 AVENUE VICTOR HUGO
75116 PARIS, FRANCE

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

WRITER'S DIRECT DIAL NUMBER

(312) 558-6352

October 15, 1999

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
U.S. Patent and Trademark Office
Washington, D.C. 20231
Attn: Trademark Assignment Department

Re: Bankers Trust/American Medical Labs

Dear Commissioner:

Enclosed is a Release together with a check in the amount of \$140.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

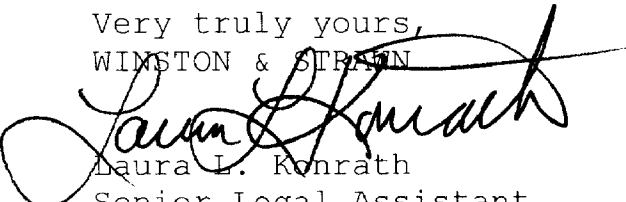
Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN



Laura L. Konrath
Senior Legal Assistant

LLK:kaj
Enclosures

RECORDED: 10/26/1999

TRADEMARK
REEL: 001979 FRAME: 0999