

MRD 10-25-99 RE

10-28-1999



101185711

SHEET 1 OF 1

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings = = = v

To the Honorable Commissioner of P.

attached original documents or copy thereof.

1. Name of conveying party(ies):

Heller Financial, Inc.

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

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

3. Nature of conveyance:

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

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
- 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)

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: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- 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)

10/28/1999 NTHA11 00000012 1389500

DO NOT USE THIS SPACE

01 EC-441
02 EC-442

40.00 OP
75.00 OP

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.

Laura Konrath

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

TRADEMARK

REEL: 001981 FRAME: 0327

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
Logo "AML"	1,746,221	1/12/93
Name "American Medical Laboratories, Inc."	1,434,301	3/24/87
Letters "AML"	1,411,771	9/30/86

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
	Not Applicable	

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 May 2, 1997 (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

HELLER FINANCIAL, INC., as Agent

By: 

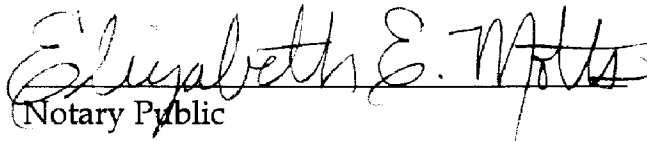
Name: Michael Sznajder

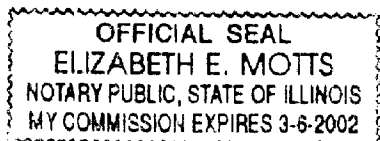
Title: Senior Vice President

[SEAL]

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.


Notary Public



My Commission Expires: March 6, 2002

Exhibit I

DOCUMENT #: CHGO05A (38238-00115-0) 293537.3; DATE: 05/02/97; TIME: 2:57-

TRADEMARK SECURITY AGREEMENT

WHEREAS, this TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of May 2, 1997 ; and

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 and HELLER FINANCIAL, INC., a Delaware corporation ("Lender") are parties to a Loan and Security Agreement dated as of May 2, 1997 (as same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Lender; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure, among other things, the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment, performance and observance of the "Obligations" (as defined in the Loan Agreement), Grantor does hereby grant to Lender 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 (together with any renewals, continuations or extensions thereof) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(2) 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 thereof, or (b) injury to the goodwill associated therewith.

This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted herein has been granted as a

supplement to, and not in limitation of, the security interests granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized officer thereunto as of the date hereinabove written.

AMERICAN MEDICAL
LABORATORIES, INC., a
Virginia corporation

By: 

Name: Jerrold L. Glick

Title: Chairman

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On the 2nd day of May, 1997, before me personally appeared Jerrold L. Glick, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as chairman of American Medical Laboratories, Inc., a Virginia corporation, who being by me duly sworn, did depose and say that he is chairman of said corporation, which is the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

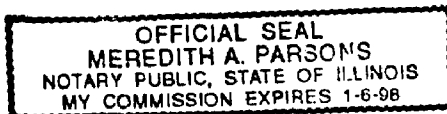


Notary Public

{Seal}

My commission expires:

1/6/98



**Schedule 1
to Trademark
Security Agreement**

TRADEMARK REGISTRATIONS

Mark	Reg. No.	Date
Shield	1,389,500	April 8, 1986
Logo "AML"	1,746,221	January 12, 1993
Name "American Medical Laboratories, Inc."	1,434,301	March 24, 1987
Letters "AML"	1,411,771	September 30, 1986

TRADEMARK APPLICATIONS

MARK

APPLICATION NO.

DATE

Not applicable

Continuation
Item 4

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	Not Applicable	