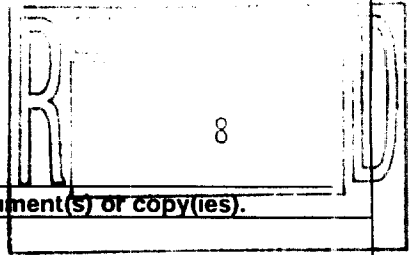


11-12-1999



101198366

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



11-8-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

11/12/1999 09:05:59 00000059 75635040
01 461 40.00
02 432 125.00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 001987 FRAME: 0485

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

| | | |
|---|----------------------|----------------------|
| <input type="text" value="75/635,045"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="75/552,406"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="75/752,868"/> | <input type="text"/> | <input type="text"/> |

| | | |
|--|----------------------|----------------------|
| <input type="text" value="1,970,530"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="2,030,836"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="2,129,315"/> | <input type="text"/> | <input type="text"/> |

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

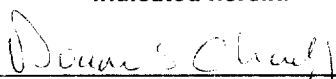
Authorization to charge additional fees:

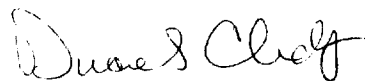
Yes

No

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. Charges to deposit account are authorized, as indicated herein.





10/24/99

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made October 29, 1999, by and between AutoMed Technologies, Inc., a Delaware corporation ("Grantor") and American National Bank and Trust Company of Chicago ("Bank").

WITNESSETH:

WHEREAS, Grantor and Bank have entered into a Loan and Security Agreement of even date herewith (such Loan and Security Agreement as the same hereafter may be amended, modified, supplemented or restated from time to time hereinafter is referred to as the "Loan Agreement");

WHEREAS, Bank has required Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the obligations of Grantor under the Loan Agreement and any documents related thereto (the "Obligations") and (ii) as a condition precedent to the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto

4. Security Interest in Trademark. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to Bank, a security interest in, with power of sale to the extent permitted by applicable law and the provisions of this

Agreement, all of Grantor's United States and foreign patents, trademarks, tradenames, service marks, copyrights, applications, any of the foregoing now or hereafter owned and or used by Grantor and all licenses that allow the use of any patents, trademarks, service marks, copyrights, or applications of others (collectively "Intellectual Property Rights") now owned or existing and hereafter acquired or arising consisting of:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof (d) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (e) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademark"), and

(ii) rights under or interest in an trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 4 the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 4 shall be deemed to apply thereto automatically.

5. New Trademarks and Licenses. Grantor represents and warrants as of the date hereof that (a) the Trademarks listed on Schedule A include all of the Intellectual Property Rights consistence, of trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, (b) the Licenses listed on Schedule B include all of the Intellectual Property Rights consisting of trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to

any Person other than Bank, except to Baxter and as permitted under the Loan Agreement. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor or (iii) enter into any new trademark license agreement or service mark license agreement, which in any such case, shall involve or constitute Intellectual Property Rights, the provisions of paragraph 4 above shall automatically apply thereto. Grantor shall use its best efforts to give to Bank written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Grantor hereby authorizes Bank to modify this Agreement unilaterally (i) by amending Schedule A to include any future Intellectual Property Rights consisting of trademarks, registered trademarks, trademark applications, service marks, registered service marks and servicemark applications and by amending Schedule B to include any future Intellectual Property Rights consisting of trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 5 and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

6. Royalties. Grantor hereby agrees that the use by Bank of the Trademarks and Licenses as authorized hereunder in connection with Bank's exercise of its rights and remedies under paragraph 14 or pursuant to the Loan Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Bank to Grantor.

7. Further Assignments and Security Interests. From and after the occurrence of, and during the continuation of, a Default, Grantor agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such reasonable additional product quality controls as Bank or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of Bank, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to change the quality of such products in any material respect without Bank's prior and express written consent; provided, however, that Grantor may grant a license to any of its subcontractors in the ordinary course of business.

8. Nature and Continuation of Bank's Security Interest; Termination of the Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full in cash. When this Agreement has terminated, Bank

shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate Bank's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Bank pursuant to this Agreement or the Loan Agreement.

9. Duties of Grantor. Grantor shall have the duty, to the extent material to the normal conduct of Grantor's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending, as of the date hereof or hereafter until the termination of this Agreement; and (ii) make application for trademarks or service marks. Grantor further agrees (i) not to abandon any Trademark or License material to Grantor's normal business without the prior written consent of Bank and (ii) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be material to the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Neither Bank nor any of the Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Bank shall not be under an obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but Bank may do so at its option from and after the occurrence of a Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Obligations secured hereby.

10. Bank's Right to Sue. From and after the occurrence of an Event of Default, Bank shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Bank shall commence any such suit, Grantor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Bank for all costs and expenses incurred by Bank in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Bank).

11. Waivers. Bank's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Bank thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Bank have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Bank unless such suspension or waiver is in writing signed by an officer of Bank and directed to Grantor specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any

manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies: Power of Attorney. Grantor, subject to Baxter's rights, if any, hereby irrevocably designates, constitutes and appoints Bank (and all Persons designated by Bank in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Bank and any of Bank's designees, in Grantor's or Bank's name, from and after the occurrence of, and during the continuation of, an Event of Default and the giving by Bank of notice to Grantor of Bank's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Bank in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Bank deems in its best interest. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Subject to the limitations set forth herein, or in the Loan Agreement, Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of a Default and the election by Bank to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Bank or any transferee of Bank and to execute and deliver to Bank or any such transferee all such agreements, documents and instruments as may be necessary, in Bank's sole discretion, to effect such assignment, conveyance and transfer. All of Bank's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Bank may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any of the other documents between Grantor and Bank. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10)

days before such disposition; provided, however, that Bank may give any shorter notice that is commercially reasonable under the circumstances.

15. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without Bank's prior written consent.

16. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the State of Illinois.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

18. Section Titles. The section titles herein are for convenience of only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Merger. This Agreement represents the final agreement of the Grantor with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and Bank.

[Remainder of this Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AUTOMATED TECHNOLOGIES, INC.

By: Edward S. Chudoff
Name: Edward S. Chudoff
Title: President

Accepted and agreed to as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST
OF CHICAGO

By: Michael J. Wortel
Name: Michael J. Wortel
Title: First Vice President

Schedule A
to
Trademark Security Agreement

Dated as of October 29, 1999

Trademarks

| Registration Number | Name | Filing Date |
|--|-------------|-------------|
| U.S. Registration No. 1,970,530, Class 7 | OPTIFILL | 7/18/94 |
| U.S. Registration No. 2,030,836, Class 7 | OPTIFILL-II | 1/17/95 |
| U.S. Registration No. 2,129,315, Class 9 | OPTIFILL-II | 10/10/95 |
| E.C. Registration No. 70656, Class 10 | OPTIFILL | 4/1/96 |

Trademark and Service Mark Applications

| Serial Number | Name | Filing Date |
|---|----------------------|-------------|
| U.S. Serial No. 75/635,045, Class 9 | OPTIFILL | 2/3/99 |
| U.S. Serial No. 75/552,406, Class 9 | QUICKSCRIPT | 9/14/98 |
| U.S. Serial No. 75/752,868, Class 7 and 9 | FASTFILL | 7/16/99 |
| U.S. Serial No., Not Yet Assigned, Class 42 | WE'LL TAKE YOU THERE | 8/17/99 |

Schedule B
to
Trademark Security Agreement

Dated as of October 29, 1999

License Agreements

None

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 29th day of October, 1999, by Duane Chudy, a president of Automated Technologies, Inc., a Delaware corporation, on behalf of such corporation..

Vera Penev



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 29th day of October, 1999, by Michael Monticello, a vice president of American National Bank and Trust Company of Chicago, on behalf of such entity.

Vera Penev

