

MRD 11/9/99



101203492

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Pediatric Services of America, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State of Delaware  
 Other \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment                                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: November 1, 1999

2. Name and address of receiving party(ies):  
Name: Bank of America, National Association  
 Internal Address: \_\_\_\_\_  
 Street Address: 231 South LaSalle Street  
 City: Chicago State: IL ZIP: 60697

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)  
 B. Trademark Registration No.(s)

PSA (AND DESIGN) 1,741,947  
 PSA (AND DESIGN) 1,744,948  
 DESIGN ONLY 1,750,623

Additional numbers attached?  Yes  No

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

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)

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

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                      [Signature]                      November 9, 1999  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet:           

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
 11/18/1999 DMBUYEN 00000136 1741947  
 01 FC:481                      40.00 OP  
 02 FC:482                      50.00 OP

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 SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 1, 1999, is between Pediatric Services of America, Inc., a Delaware corporation (the "Grantor"), and Bank of America, National Association (the "Lender").

### W I T N E S S E T H :

WHEREAS, pursuant to the Amended and Restated Loan and Security Agreement dated as of November 1, 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, subject to the terms thereof, to make Loans and issue Letters of Credit; 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 and issue Letters of Credit pursuant to the Loan and Security 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, in any other office or agency of the United States of America or any State thereof and in any 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

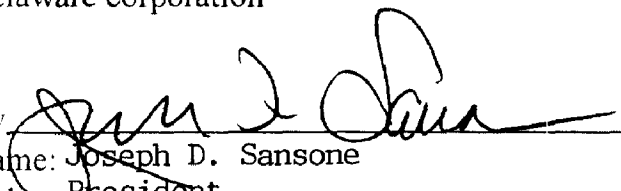
Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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.

PEDIATRIC SERVICES OF AMERICA, INC., a  
Delaware corporation

By   
Name: Joseph D. Sansone  
Title: President

BANK OF AMERICA, NATIONAL ASSOCIATION

By \_\_\_\_\_  
Name: Paula K. Berry  
Title: Vice President

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.

PEDIATRIC SERVICES OF AMERICA, INC., a  
Delaware corporation

By \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, NATIONAL ASSOCIATION

By Paula K. Berry  
Name: Paula K. Berry  
Title: Vice President

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States of America	PSA (with double underline)	1,741,947	December 22, 1992
United States of America	PSA (with double underline and bear)	1,744,948	January 5, 1993
United States of America	Bear Design	1,750,623	February 2, 1993

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