

MRD 12-8-99



Tab settings 000

To the Honorable Commissioner of Patents

101230979

attached original documents or copy thereof.

1. Name of conveying party(ies):

Aplicare, 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 Commercial Loan and Security Agt.
- Merger
- Change of Name

Execution Date: October 29, 1999

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

Name: Citizens Bank of Connecticut

Internal Address: _____

Street Address: 237 Main Street

City: Middletown State: CT ZIP: 06457

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other stock savings bank

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)

1,130,215	1,089,021
1,191,034	1,258,127
1,311,954	1,311,965
1,668,208	

Additional numbers attached? Yes No

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

Name: Karen Booth, Vice President

Internal Address: _____

Street Address: 237 Main Street

City: Middletown State: CT ZIP: 06457

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)

12/22/1999 TTON11 00000151 1130215

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
150.00 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.
APPLICARE, INC.

By: Philip J. Hammond
Name of Person Signing

Philip J. Hammond
Signature

October 29, 1999
Date

Total number of pages comprising cover sheet: _____

PATENT/TRADEMARK/TRADE NAME LIEN

THIS LIEN, effective as of the 27th day of October, 1999, from **Aplicare, Inc.**, a corporation organized and existing under the laws of the State of Kentucky and having a principal place of business at 50 East Industrial Road, Branford, Connecticut, (hereinafter referred to as "Debtor") and **Citizens Bank of Connecticut**, a Connecticut stock savings bank having a place of business at 237 Main Street, Middletown, Connecticut (hereinafter referred to as "Secured Party"),

WITNESSETH:

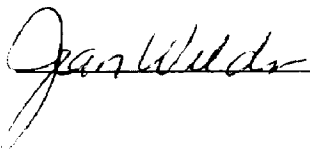
WHEREAS, Debtor is the owner of the patents, trademarks and/or tradenames set forth on Exhibit A hereto, and the good will of the business appurtenant thereto, together with all registrations and applications for registration thereof and any and all reissues, continuations and continuations-in-part with respect thereto, all as more particularly set forth on Exhibit A (collectively, the "Patent/Trademark Collateral");

WHEREAS, the parties hereto have entered into a Commercial Loan and Security Agreement of even date (the "Agreement"), whereby Secured Party has advanced moneys to Debtor and Debtor has granted to Secured Party a security interest in and to the Collateral (as such term is defined in the Agreement) which includes without limitation a security interest in the Patent/Trademark Collateral and which, in the event of default or demand under the Agreement, would permit Secured Party to take possession of, and title to, the aforesaid Collateral and Patent/Trademark Collateral and to dispose thereof in accordance with the terms of the Agreement,

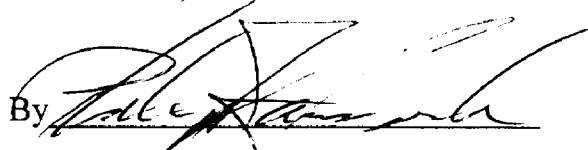
NOW THEREFORE, in fulfillment of the obligations assumed under the aforesaid Agreement and for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby confirm that pursuant to the Agreement it has given and granted to Secured Party, and does hereby give and grant to Secured Party, a lien and security interest in and to the Patent/Trademark Collateral, together with the registrations thereof, as set forth on Exhibit A hereto, in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the undersigned have caused this lien to be executed and its seal to be affixed as of the date first above written.

Attest:



APLICARE, INC.

By 

Its **PRESIDENT**

Marvin J. Ide

Patricia A. Godine

By Karen Booth
Karen Booth
Its Vice President

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)
) ss. Branford
COUNTY OF HARTFORD)
New Haven GR 10/29/99

On this, the 29th day of October, 1999, before me personally appeared Philip Hamrock, who acknowledged himself to be President of Aplicare, Inc., a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

Gita P. Ross Notary Public
Commissioner of the Superior Court CR

Gita H. Ross
Notary Public
My Commission Expires
April 30, 2004

STATE OF CONNECTICUT) Middletown
) ss. MS
COUNTY OF HARTFORD)
Middlesex November

On this, the 30th day of ~~October~~, 1999, before me personally appeared Karen Booth, who acknowledged herself to be President of Citizens Bank of Connecticut, a stock savings bank, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the stock savings bank by herself as such officer.

Patricia A. Godine
PATRICIA A. GODINE
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2000
~~Commissioner of the Superior Court~~

Exhibit A

Patents / Trade marks

A. Operand (Trademark)	
Class 5	1,130,215
B. Lacrosse (Trademark)	
Class 5	1,089,021
Classes 5 & 21	1,191,034
Classes 3 & 5	1,258,127
C. Aplicare (Trademark)	1,311,954
D. Aplicare Logo (Trademark)	1,311,965
E. Aplicare & Design (Trademark)	1,668,208