



101523983

attached original documents or copy thereof.

1. Name of conveying party(ies):

Spectrum Healthcare Services, Inc.

- Individuals Association
General Partnership Limited Partnership
Corporate-State 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 17, 2000

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

Name: Fleet National Bank

Internal Address:

Street Address: 100 Federal Street

City: Boston State MA ZIP 02110

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation 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)

None

B. Trademark Registration No.(s)

- 1. 1,933,708 (11/7/95)
2. 1,754,139 (2/23/93)

Additional numbers attached? Yes No



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

Name: Ms. Judy Radoccia

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

2

7. Total fee (37 CFR 3.41)..... \$65.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit Account Number:

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

11/21/2000 DNGUYEN 00000433 1933708

DO NOT USE THIS SPACE

01 EC:481 40.00 DP
02 FC:482 25.00 DP

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.

Judy Radoccia

Name of Person Signing

Signature

November 20, 2000

Date

Total number of pages including cover sheet, attachments, and document 10

## SECURITY AGREEMENT (TRADEMARKS)

This Security Agreement (Trademarks) is made as of November 17, 2000 by the various debtors signatory hereto, either on the date hereof or by joinder after the date hereof (hereinafter referred to collectively as the "Debtors", and each individually, a "Debtor"), each having its chief executive office at 12647 Olive Boulevard, St. Louis, Missouri 63141, and in favor of **FLEET NATIONAL BANK**, as Collateral Agent and Administrative Agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") for the benefit of the various financial institutions who are or hereafter become Lenders under, and as defined in, the Second Amended and Restated Loan Agreement referred to below (the "Lenders")(collectively, the Agent and the Lenders are referred to as the "Secured Parties").

### 1. Recitals.

A. Spectrum Healthcare, Inc., (the "Borrower"), Spectrum Healthcare Services, Inc. ("SHS") and the Secured Parties are entering into a Second Amended and Restated Loan Agreement of even date herewith (as the same may be amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lenders have agreed to lend to the Borrower up to the aggregate principal amount set forth therein and to make certain other financial accommodations available to the Borrower, upon and subject to the terms and conditions thereof; and

B. Each Debtor is the owner of all right, title and interest, in and to the registrations and applications for registration of the trademarks and service marks (collectively, "Trademarks") listed and described in Schedule A attached. Secured Parties, for the benefit of themselves, their successors and assigns, subject to the terms and agreements contained herein, wish to acquire a security interest in the Trademarks and Trade Names together with all of the goodwill of the business in connection with which such Trademarks and Trade Names are used as security for the Obligations. As used herein, the term "Obligations" means any and all amounts, indebtedness and other liabilities and obligations, direct or indirect, contingent or absolute, of every type or description, and at any time existing, owing by any Debtor or any of its successors or assigns to the Agent or any Lender under the terms of, arising out of, or relating to the Loan Agreement, the Notes, any Interest Rate Contract, the Subsidiary Guaranty, the SHS Guaranty or any of the other Credit Documents.

2. Security Interest. Each Debtor does hereby grant to Secured Parties a security interest in all of its existing and hereafter acquired trademarks, service marks, tradenames and assumed names, including without limitation, the Trademarks listed on Schedule A hereto, together with all of the goodwill of the business in connection therewith, all claims for damage by reason of infringement relating thereto, and any and all proceeds thereof and

general intangibles relating thereto (all of the foregoing, collectively the "Collateral"). The security interest hereby granted in the Collateral shall secure the Obligations.

3. Further Assurances. Each Debtor hereby agrees to execute and sign, without further consideration, any other legal document and to do all other acts that may be reasonably necessary to secure to the Secured Parties their interests as aforesaid in and to said applications or any part thereof and in and to the Collateral. Each Debtor further covenants and agrees that it will, at any time upon request, communicate to the Secured Parties, its successors, assigns or other legal representatives, any material facts known to it relating to the Collateral, including without limitation any applications therefor.

4. Encumbrances. Each Debtor does hereby covenant for itself and its legal representatives that there is no existing Lien on any of the Collateral (except as may be permitted under Section 8.02 of the Loan Agreement) and it has not granted any license to use any of the Collateral outside of the ordinary course of business, and that in connection therewith, each Debtor will not henceforth encumber any of the Collateral (except as may be permitted under Section 8.02 of the Loan Agreement).

5. Use of Collateral. Until the Debtors shall be in default under Section 6 hereof, each Debtor may exercise any and all rights with respect to the Collateral, including the right to pursue and enforce any and all claims for damage by reason of infringement of the Collateral.

6. Default. The Debtors shall be in default hereunder upon the occurrence and during the continuation of any Event of Default under the Loan Agreement. Notice of the time and place of any public sale, or of the date after which a private sale of the Collateral granted to Secured Parties hereby, shall be deemed reasonable if given at least twenty (20) days before the date of any public sale or the date after which a private sale shall take place. Secured Party may deduct from the proceeds of any such sale its costs and expenses of taking, holding and selling such Collateral, including its reasonable attorneys fees.

7. Release. Upon payment in full of the Obligations, the Secured Parties shall execute and deliver to the Debtors such instruments as may be necessary in order to fully release the security interests granted hereby.

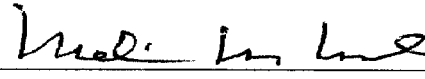
8. Excluded Trademarks. Notwithstanding any of the foregoing, this Agreement does not cover and no security interest is granted in the following marks: (a) THE SPECIALIST'S SPECIALIST, (b) BRINGING THE BEST OF BUSINESS AND MEDICINE TOGETHER, (c) WHEN IT'S THE PROFESSION YOU LOVE AND THE BUSINESS YOU DON'T, (d) SPECTRUM EMERGENCY CARE, (e) SYNERGON DESIGN, and (f) BETTER SOLUTIONS FOR BIGGER CHALLENGES IN EMERGING MEDICINE, all of which have either been sold or which the Debtors intend to abandon and, in any event, are not used in the Debtors' business.

\*The Next Page is the Signature Page.\*


Each of the undersigned has caused this Security Agreement (Trademarks) to be signed by its duly authorized officer under seal as of the day and year first written above.

**DEBTORS:**

**SPECTRUM HEALTHCARE, INC.**

By:   
Title:

**SPECTRUM HEALTHCARE SERVICES, INC.**

By:   
Title:

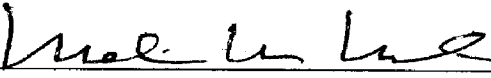
**SPECTRUM HEALTHCARE OF DELAWARE, INC.**

By:   
Title:

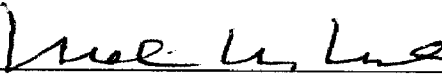
**SPECTRUM SPECIALTY SERVICES, INC.**

By:   
Title:

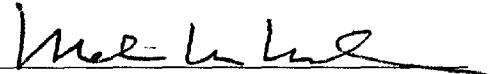
**MEDICAL CLAIMS MANAGEMENT GROUP, INC.**

By:   
Title:

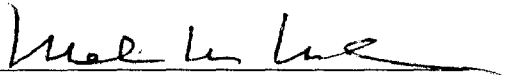
**SPECTRUM HEALTHCARE ADMINISTRATIVE SERVICES OF DELAWARE, INC.**

By:   
Title:

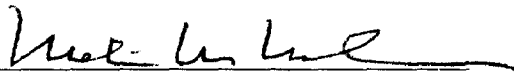
**SPECTRUM HEALTHCARE RESOURCES  
OF DELAWARE, INC.**

By:   
Title:

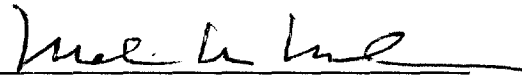
**SPECTRUM PRIMARY CARE OF  
DELAWARE, INC.**

By:   
Title:

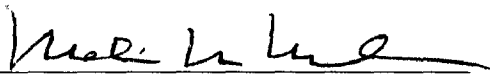
**SPECTRUM BEHAVIORAL SERVICES OF  
DELAWARE, INC.**

By:   
Title:


**SPECTRUM HEALTHCARE  
CONTRACTING, INC.**

By:   
Title:

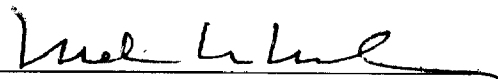
**CORRECTIONAL MEDICAL SERVICES  
OF DELAWARE, INC.**

By:   
Title:

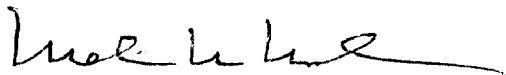
**CORRECTIONAL MEDICAL SERVICES,  
INC.**

By:   
Title:


**SPECTRUM PHARMACY SERVICES, INC.**

By:   
Title:

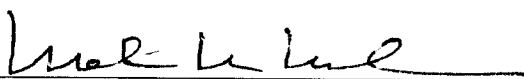
**CORRECTIONAL MEDICAL SERVICES  
OF ILLINOIS, INC.**

By:   
Title:


**SPECTRUM HEALTHCARE RESOURCES,  
INC.**

By:   
Title:

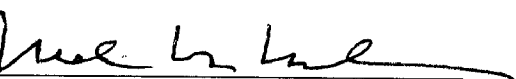
**SPECTRUM PRIMARY CARE, INC.**

By:   
Title:

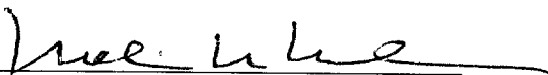
**SPECTRUM BEHAVIORAL SERVICES,  
INC.**

By:   
Title:

**SPECTRUM CRUISE CARE, INC.**

By:   
Title:

**GENESIS BEHAVIORAL SERVICES, INC.**

By:   
Title:

BOS\_191204/JRADOCIA

**TRADEMARK  
REEL: 002180 FRAME: 0723**

**AGENT:**

**FLEET NATIONAL BANK, as Agent**

By: George Habenthaler  
Title: Managing Director

BOS\_191204/JRADOCCIA

**TRADEMARK**  
**REEL: 002180 FRAME: 0724**

State of Mass.  
County of Suffolk

November 16, 2000

Then personally appeared the above named Delroy Mahoney, and acknowledged that he/she executed the foregoing Security Agreement (Trademarks) as his/her free act and deed before me on behalf of each of the foregoing Debtors, as duly authorized agent thereof.

Maureen E. Lucarotti

Notary Public

My commission expires:

**MAUREEN E. LUCAROTTI**  
**NOTARY PUBLIC**  
My Commission Expires Apr. 5, 2002



Schedule A

Registered Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>U.S. Registration Number</u>	<u>U.S. Registration Date</u>
SPECTRUM	Spectrum Healthcare Services, Inc.	1,933,708	Nov. 7, 1995
SPECTRUM	Spectrum Healthcare Services, Inc.	1,754,139	Feb. 23, 1993

BOS\_191204/JRADOCCIA

RECORDED: 11/21/2000

TRADEMARK  
REEL: 002180 FRAME: 0726