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U.S. Patent & TMO/TM Mail Rpt. Dt. #40

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

2-1-01

- 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
  - Change of Name
  - Other SECURITY INTEREST
- Effective Date  
Month Day Year  
3 28 00

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
8/15/00

Name ATC HEALTHCARE SERVICES, INC.

Formerly \_\_\_\_\_

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

#### Receiving Party

Mark if additional names of receiving parties attached

Name HEALTHCARE BUSINESS CREDIT CORPORATION

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) SUITE 100

Address (line 2) 700 EAST GATE DRIVE

Address (line 3) MOUNT LAUREL  
City

NJ/USA  
State/Country

08054  
Zip Code

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

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

FOR OFFICE USE ONLY

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02/16/2001 AAHMED1 00000198 200052 1577053  
01 FC:481 40.00 CH

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: 002237 FRAME: 0559

**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)

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**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.

*Christina E Wilson*  
WILLIAM B. MAC KNIGHT

Name of Person Signing

*William B Mac Knight*  
Signature

1/30/01

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional 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)

City

State/Country

Zip Code

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 adomestic representative should be attached (Designation must be a separate document from the Assignment)

**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)

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# TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT ("Agreement") is made and entered into as of the 28<sup>th</sup> day of March, 2000 between **ATC Healthcare Services, Inc.** and **ATC Staffing Services, Inc.** (collectively, "Assignors"), and **Healthcare Business Credit Corporation** (formerly known as Copelco/American HealthFund, Inc.), a Delaware corporation ("Assignee").

## BACKGROUND

A. In order to induce Assignee to make available to Assignors a \$20,000,000.00 revolving credit facility pursuant to a certain Loan and Security Agreement dated March 28, 2000 (the "Loan Agreement") between Assignors and Assignee, Assignors have agreed to grant to Assignee a security interest in certain service marks, trademarks, trade names and the goodwill associated therewith, as herein provided.

B. Any term capitalized but not defined herein shall have the meaning given to such term in the Loan Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Grant of Security Interest. To secure: (A) the complete and timely payment, satisfaction and performance of the liabilities, obligations, covenants and agreements of Assignors to Assignee, whether arising out of or incurred in connection with the Loan Agreement, the Revolving Credit Notes and/or the other Loan Documents, as such liabilities, obligations, covenants and agreements may be hereafter amended, increased, decreased, supplemented or extended by any and all renewals, extensions, replacements or modifications of such Revolving Credit Notes or other Loan Documents hereafter entered into or otherwise arising or incurred; (B) the complete and timely payment, satisfaction and performance of all other existing and future liabilities, obligations, covenants and agreements of Assignors to Assignee, whether arising out of the transactions contemplated by the Loan Agreement or otherwise arising, whether absolute or contingent, direct or indirect, of any nature whatsoever, whether now existing or hereafter entered into (all of such liabilities and obligations are hereinafter collectively referred to as the "Obligations"), each Assignor hereby grants and conveys to Assignee, with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default as hereinafter defined, a security interest in and to each and every one of such Assignor's now owned or existing or hereafter acquired or arising service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed), trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), trade names, all of which are listed in Schedule A attached hereto and incorporated herein (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present

and future infringements, and all rights owned by such Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), and the goodwill of the business to which such Marks may relate.

2. Warranties and Representations. Each Assignor covenants and warrants that: (A) it is the sole and exclusive owner of the entire right, title and interest in each of the Marks in connection with the conduct of its business in the jurisdictions in which it is operating; (B) the Marks are free and clear of any liens, pledges, assignments or other encumbrances; (C) it has the unqualified right to enter into this Agreement and perform its terms; (D) the Marks are subsisting and have not been adjudged invalid or unenforceable; (E) each of the Marks is valid and enforceable; (F) no material claim has been made that the use of any of the Marks does or may violate the rights of any third person except for claims previously disclosed in writing to Assignee; and (G) such Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Marks; and (H) to such Assignor's knowledge no third party is infringing on such registered Marks. Assignors shall, in any event, jointly and severally indemnify and hold Assignee harmless from all losses, damages, costs and expenses, including reasonable legal costs and counsel fees, incurred by Assignee as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that any Mark infringes any service marks or trademarks held by third parties. **IT IS INTENDED THAT THE INDEMNITY PROVIDED IN THIS SECTION SHALL SURVIVE THE REPAYMENT OF THE OBLIGATIONS, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT.**

3. Right to Benefits. If, before the Obligations shall have been satisfied in full, any Assignor shall become entitled to the benefit of any additional service mark, trademark registration or application, the provisions of paragraph 1 hereof shall automatically apply thereto and Assignors shall give Assignee reasonably prompt written notice thereof.

4. Future Marks. Each Assignor authorizes Assignee to modify this Agreement by amending Schedule A to include any future service marks, trademarks, or trade names which are Marks under paragraph 1 or paragraph 3 hereof.

5. Events of Default.

a. It shall constitute an event of default (each, an "Event of Default") hereunder if (1) any representation or warranty of any Assignor as herein set forth should prove to be false or materially incorrect, or (2) any Assignor violates or fails to fulfill each and all of the covenants of such Assignor as herein set forth.

b. The occurrence of any Event of Default as defined under any of the Loan Documents shall also constitute an Event of Default under this Agreement, and any Event of Default under this Agreement shall constitute an Event of Default under each of the Loan Documents.

6. Assignor's Right to Use Marks. Unless and until an Event of Default shall occur, Assignors shall retain the legal and equitable title to the Marks and shall have the right to use the

Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof except as otherwise permitted in writing by Assignee.

7. Maintenance of Marks. Assignors shall have the duty to diligently maintain all registrations of those Marks which remain in use in interstate commerce, including the timely filing of declarations of continuous use and renewals as appropriate to prosecute and to prevent infringement of such Marks.

8. Assignee's Rights As Secured Party. If any Event of Default shall have occurred, Assignee shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction which governs the perfection of any lien in the Marks and, without limiting the generality of the foregoing, Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in New Jersey or elsewhere, all or a portion of the Marks and, as applicable, the goodwill associated therewith, or any interest which any Assignor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given in writing to the appropriate Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Marks is to be made, which Assignors hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of Assignors, which right is hereby waived and released.

9. Power of Attorney. If any Event of Default shall have occurred, each Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select in its exclusive discretion, as such Assignor's true and lawful attorney-in-fact, with the power to endorse such Assignor's names on all applications, documents, papers and instruments necessary for Assignee to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks and, as applicable, the goodwill associated therewith, to any third person. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement and until all of the Obligations shall have been satisfied in full.

10. Termination. If (i) Assignors shall completely satisfy all of the Obligations, (ii) the Maturity Date has occurred and (iii) Assignors submit to Assignee a written request that the security interests granted herein be terminated, this Agreement shall terminate and Assignee shall, at Assignors' expense and without recourse to or representation or warranty by Assignee, execute and deliver to Assignors all releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignors the full unencumbered title to the Marks, and, as

applicable, the goodwill associated therewith, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

11. Fees and Expenses of the Assignee. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be paid by Assignors on demand by Assignee, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

12. Protection of Marks. Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event Assignors shall at the request of Assignee do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement, and Assignors shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 12.

13. No Waiver. No course of dealing between Assignors and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. 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 thereof, 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.

15. Manufacture and Sale. The parties understand and agree that the collateral security interest in the Marks as provided for in this Agreement, together with other collateral provided to Assignee pursuant to the Loan Agreement and the other Loan Documents, will permit Assignee, upon the occurrence and during the continuance of an Event of Default as provided herein, to make use of all rights to the Marks, the goodwill associated therewith and certain equipment and machinery as set forth in the Loan Documents, all of which will permit the Assignee to manufacture and sell the products or provide the services for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by Assignors.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties in accordance with the Loan Agreement, except as provided in paragraph 4.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

18. Further Acts. Each Assignor agrees to execute and file any documents which are or may be required in order to perfect the recording of this Agreement in the United States Patent and Trademark Office.

19. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey.

20. Consent to Jurisdiction, Service and Venue; Waiver of Jury Trial.

(a) CONSENT TO JURISDICTION. ASSIGNORS AND ASSIGNEE HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF NEW JERSEY IN ANY AND ALL ACTIONS AND PROCEEDINGS WHETHER ARISING HEREUNDER OR UNDER ANY OTHER AGREEMENT OR UNDERTAKING. EACH ASSIGNOR WAIVES ANY OBJECTION TO IMPROPER VENUE AND FORUM NON-CONVENIENS TO PROCEEDINGS IN ANY SUCH COURT AND ALL RIGHTS TO TRANSFER FOR ANY REASON. EACH ASSIGNOR IRREVOCABLY AGREE TO SERVICE OF PROCESS BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO THE ADDRESS OF THE APPROPRIATE PARTY SET FORTH HEREIN.

(b) WAIVER OF JURY TRIAL. ASSIGNORS AND ASSIGNEE HEREBY WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION COMMENCED BY OR AGAINST ASSIGNEE WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS, WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

21. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

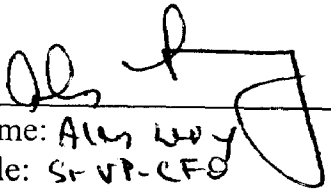
22. Integration. This Agreement represents the entire agreement among the parties hereto with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any of the parties hereto relative to the subject matter hereof not expressly set forth or referred to herein.

23. Headings. Section and subsection headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

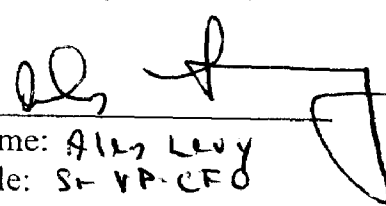


IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement the day and year first above written.

**ATC Healthcare Services, Inc.**

By:   
Name: Alex Levy  
Title: Sr VP-CFO

**ATC Staffing Services, Inc.**

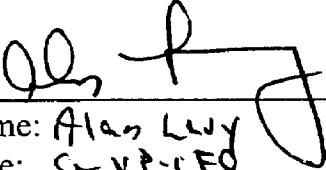
By:   
Name: Alex Levy  
Title: Sr VP-CFO

**Healthcare Business Credit Corporation**  
(formerly known as Copelco/American HealthFund, Inc.)

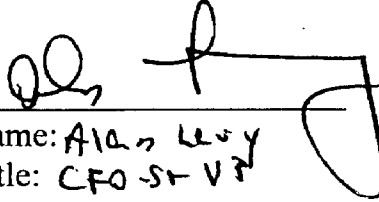
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Name:  
Title:

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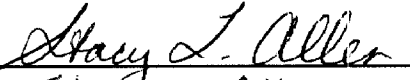
**ATC Healthcare Services, Inc.**

By:   
Name: Alan Levy  
Title: Sr VP-CFO

**ATC Staffing Services, Inc.**

By:   
Name: Alan Levy  
Title: CFO-Sr VP

**Healthcare Business Credit Corporation**  
(formerly known as Copelco/American HealthFund, Inc.)

By:   
Name: Stacy L. Allen  
Title: Senior Portfolio Manager

STATE OF :  
 : SS.  
COUNTY OF :

Be it remembered, that on this 15 day of August, 2000, before me, the subscriber, in and for said county, personally appeared Alan Lwy, Sr VP-CFO of **ATC Healthcare Services, Inc.** who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

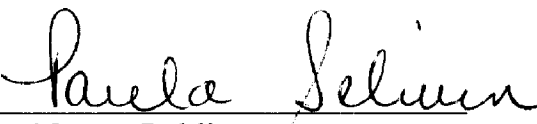
  
\_\_\_\_\_  
Notary Public

My Commission Expires:

PAULA SELWIN  
Notary Public, State of New York  
No. 01SE5068723  
Qualified in Nassau County  
Commission Expires Nov 25, 2000

STATE OF :  
 : SS.  
COUNTY OF :

Be it remembered, that on this 15 day of August, 2000, before me, the subscriber, in and for said county, personally appeared Alan Levy, Sr VP-CFO of **ATC Staffing Services, Inc.** who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

PAULA SELWIN  
Notary Public, State of New York  
No. 01SE5068723  
Qualified in Nassau County  
Commission Expires Nov 25, 2000

STATE OF

*NJ*

:  
: ss.

COUNTY OF

*Camden*

Be it remembered, that on this 13<sup>th</sup> day of Nov., 2000, before me, the subscriber, in and for said county, personally appeared Stacy Allen, Senior Portfolio Manager of **Healthcare Business Credit Corporation** (formerly known as Copelco/American HealthFund, Inc.) who I am satisfied is the person who signed the within instrument, and he/she acknowledged that he/she signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

*Jennifer J. Foresman*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

JENNIFER J. FORESMAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Sept. 7, 2004

**SCHEDULE A**

ATC Healthcare Services, Inc. is the owner of each of the following:

| <b><u>Trademark</u></b> | <b><u>Registration No.</u></b> | <b><u>Filing Date</u></b> |
|-------------------------|--------------------------------|---------------------------|
| ATC                     | 1,577,053                      | 01/09/90                  |