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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

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)     
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 a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/12/2001 6TON11 00000098 1641718

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 50.00 OP

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, DC 20231

TRADEMARK  
REEL: 002249 FRAME: 0052

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,641,718"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1,709,678"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1,266,817"/>	<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.

Christopher E. Kondracki

28 February 01

Name of Person Signing

Signature

Date Signed

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of February 2, 2001 (this "Agreement"), is made by **NutraMax Holdings, Inc.**, a Delaware corporation (collectively, the "Company"), in favor of Fleet National Bank, a national banking association, as agent (in such capacity, the "Agent") for the Lenders referred to below.

### PRELIMINARY STATEMENTS:

1. The Company and certain of its affiliates, as borrowers (collectively, the "Borrowers") have executed and delivered to each of Fleet National Bank, National Bank of Canada, The Sumitomo Bank Limited, and Senior Debt Portfolio (collectively, the "Lenders" and each a "Lender") certain Commercial Promissory Notes (as amended, restated, supplemented or otherwise modified from time to time, collectively, the "Notes") of even date herewith in the aggregate principal amount of \$4,000,000.00.

2. Under the Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Borrowers, as grantors, and the Agent, the Company has granted the Agent on behalf of and for the ratable benefit of the Lenders, a security interest in substantially all of its assets.

3. It is a condition precedent to the Lenders accepting the Borrowers' Notes that the Company execute this Agreement in favor of the Agent.

### AGREEMENT:

In consideration of the premises and the mutual agreements contained in this Agreement, the Borrowers, the Lenders and the Agent agree as follows:

1. Definitions. Capitalized terms used in this Agreement and not otherwise defined have the meanings assigned to such terms in the Security Agreement.

2. Grant of Security Interest. To secure its Secured Obligations, the Company mortgages and pledges to the Agent for the ratable benefit of the Lenders and grants the Agent a security interest in all of the Company's right, title and interest in, to and under (i) each trademark and service mark application and registration listed on the attached Exhibit A and trademark license and service mark license listed on the attached Exhibit B, including, without limitation, all proceeds of trademark and service mark applications and registrations and trademark licenses and service mark licenses (including, without limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding to such trademark and service mark applications and registrations and trademark licenses and service mark licenses throughout the world and all renewals of such trademark and service mark applications and registrations and extensions of trademark licenses and service mark licenses (collectively, the "Trademarks") and (ii) the goodwill of the business connected with the use of, and symbolized by, each Trademark. Until an Event of Default occurs, the Company retains its rights in the Trademarks and may use and possess the Trademarks until such time.

3. Representations and Warranties. The Company represents and warrants that, as of the date of this Agreement, (i) the Trademarks listed on Exhibit A include all of the trademark and service mark applications and registrations now owned by the Company, (ii) the trademark licenses and service mark licenses listed on Exhibit B include all of the trademark licenses and service mark licenses under which the Company is the licensee or licensor and (iii) no Liens in such Trademarks have been granted by the Company to any Person or asserted by any Person

against the Company other than the Agent, except for Liens permitted under the Security Agreement (it being understood that failure by the Company to own any Trademark listed on Exhibit A will not be a breach of this representation and warranty unless such breach has a materially adverse effect on the value of such asset taken as a whole).

4. New Trademarks. If, prior to the termination of this Agreement, the Company (i) obtains rights to any new Trademarks, (ii) becomes entitled to the benefit of any Trademarks, whether as licensee or licensor or (iii) enters into any new trademark license or service mark license, the provisions of Section 2 automatically apply thereto. The Company will give to the Agent written notice of events described in clauses (i)-(iii) above promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. The Company agrees that the Agent may modify this Agreement by amending Exhibit A or B to include such new Trademarks and may file with the United States Patent and Trademark Office and any equivalent offices having jurisdiction over the Trademarks in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Exhibit A or B thereto, as the case may be, such new Trademarks.

5. Remedies. The Company and the Agent further acknowledge and affirm that the rights and remedies of the Agent after the occurrence of an Event of Default with respect to the assignment of and security interest in the Trademarks made and granted by this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this Agreement by reference. Further, the Company and the Agent further acknowledge and affirm that the Trademarks constitute Collateral under the Security Agreement, and any and all warranties, representations and covenants made by the Borrower therein with respect to the Collateral shall apply to the Trademarks.

6. Termination. Following the indefeasible payment in full of the Secured Obligations, upon the request (and at the expense) of the Company, the Trademarks and any and all financing statements filed on behalf of the Agent will be automatically reassigned to the Company or terminated, and the Agent will execute such instruments as may be reasonably requested to evidence such reassignment or termination in accordance with the terms set forth in the Security Agreement.

7. Priority of Agent's Rights. The Agent acknowledges and agrees that the security interest granted by the Company in favor of the Agent pursuant to this Agreement is junior to security interest granted by the Company to the Senior Agent, and that the Agent's rights and remedies hereunder are subject to the terms and conditions of the Trademark Security Agreement in favor of the Senior Agent of even date herewith, as well as the Lender Intercreditor Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

NUTRAMAX HOLDINGS, INC.

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

into any new trademark license or service mark license, the provisions of Section 2 automatically apply thereto. The Company will give to the Agent written notice of events described in clauses (i)-(iii) above promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. The Company agrees that the Agent may modify this Agreement by amending Exhibit A or B to include such new Trademarks and may file with the United States Patent and Trademark Office and any equivalent offices having jurisdiction over the Trademarks in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Exhibit A or B thereto, as the case may be, such new Trademarks.

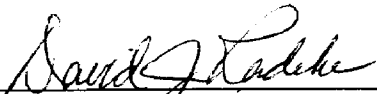
5. Remedies. The Company and the Agent further acknowledge and affirm that the rights and remedies of the Agent after the occurrence of an Event of Default with respect to the assignment of and security interest in the Trademarks made and granted by this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this Agreement by reference. Further, the Company and the Agent further acknowledge and affirm that the Trademarks constitute Collateral under the Security Agreement, and any and all warranties, representations and covenants made by the Borrower therein with respect to the Collateral shall apply to the Trademarks.

6. Termination. Following the indefeasible payment in full of the Secured Obligations, upon the request (and at the expense) of the Company, the Trademarks and any and all financing statements filed on behalf of the Agent will be automatically reassigned to the Company or terminated, and the Agent will execute such instruments as may be reasonably requested to evidence such reassignment or termination in accordance with the terms set forth in the Security Agreement.

7. Priority of Agent's Rights. The Agent acknowledges and agrees that the security interest granted by the Company in favor of the Agent pursuant to this Agreement is junior to security interest granted by the Company to the Senior Agent, and that the Agent's rights and remedies hereunder are subject to the terms and conditions of the Trademark Security Agreement in favor of the Senior Agent of even date herewith, as well as the Lender Intercreditor Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

NUTRAMAX HOLDINGS, INC.

By:   
Title: President & COO

FLEET NATIONAL BANK, as Agent

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

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

NUTRAMAX HOLDINGS, INC.

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

FLEET NATIONAL BANK, as Agent

By: Robert J. Raley  
Title: Vice President

STATE OF: \_\_\_\_\_ )  
COUNTY OF: \_\_\_\_\_ )

The foregoing Trademark Security Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by \_\_\_\_\_, the \_\_\_\_\_ of NutraMax Holdings, Inc., on behalf of such corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF: MA )  
COUNTY OF: Suffolk )

February The foregoing Trademark Security Agreement was acknowledged before me this 1 day of January, 2001 by Robert J. Raley, the Vice President of Fleet National Bank, as agent, on behalf of such association.

Nicholas M. Davis  
\_\_\_\_\_  
Notary Public  
My commission expires: Dec. 22, 2006

STATE OF: MA )  
 )  
COUNTY OF: ESSEX )

The foregoing Trademark Security Agreement was acknowledged before me this 2nd day of FEB., 2001 by DAVID RADEKE the PRESIDENT / C.O.O. of NutraMax Holdings, Inc., on behalf of such corporation.

Donna J. DiStefano  
Notary Public

My commission expires: Jan. 5, 2007

STATE OF: )  
 )  
COUNTY OF: )

The foregoing Trademark Security Agreement was acknowledged before me this \_\_\_\_ day of January, 2001 by \_\_\_\_\_, the \_\_\_\_\_ of Fleet National Bank, as agent, on behalf of such association.

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

My commission expires: \_\_\_\_\_

EXHIBIT A

Trademark and Service Mark Applications and Registrations

Owned trademarks protected under federal law (separated by Borrower):

(i) NutraMax Products, Inc.

<u>Mark</u>	<u>Registration Number</u>
CHOICE	2,120,048
SUPERANGLE	2,118,121
SUPRA	2,201,070
SWEET ELEGANCE	1,839,843
SWEET LOVE	1,692,385

(ii) NutraMax Holdings, Inc.

<u>Mark</u>	<u>Registration Number</u>
FRESH 'N EASY	1,641,718
PURE & GENTLE	1,709,678
SWEET 'N FRESH (stylized)	1,266,817

(iii) Powers Pharmaceutical Corporation

<u>Mark</u>	<u>Registration Number</u>
POWERS	1,295,547

(iv) F.A. Products, L.P.

<u>Registration No.</u>	<u>Mark</u>
579,566	WHITE CROSS
588,925	WHITE CROSS design
695,882	BLUE CROSS
707,843	BLUE CROSS and cross design
803,992	WHITE CROSS design
804,343	WHITE CROSS design
817,463	WHITE CROSS
817,867	WHITE CROSS design
863,980	SAFETY-CENTER
932,490	SAFETY-CENTER



EXHIBIT A

Trademark and Service Mark Applications and Registrations

1,141,596	DUST-GARD
1,179,959	DRAPE GARD
1,239,936	BLUE CROSS
1,255,063	BLUE CROSS design
1,392,079	BLUE CROSS design
1,444,810	SUPER-BAND
1,756,375	STAT STRIP
1,835,426	4-PLY QUATRO and design
1,881,758	SHADE SHINES
1,941,293	HERBIE
1,942,948	GLITTER
2,031,232	CIRCUS and design
2,068,982	DURA-BAND
1,975,793	HEMAGUARD
2,259,689	HOME CARE
2,085,323	AMERICAN WHITE CROSS FIRST AID
2,076,855	HOME CARE and design
75/088,464 (pending)	DESIGN (Bandage Box)
2,284,375	AMERICAN WHITE CROSS
2,188,862	STAR AND CROSS logo
2,286,916	AMERICAN WHITE CROSS and star and cross logo

359600

EXHIBIT B

Trademark Licenses; Service Mark Licenses

Licensed trademarks protected under federal law:

(i) NutraMax Products, Inc. licenses the patents and trademarks listed above under NutraMax Holdings, Inc. from NutraMax Holdings, Inc. in an agreement dated December 20, 1991.

(ii) NutraMax Products, Inc. licenses the trademark GOOD SENSE (reg. # 1,763,914) for use in Douche, Eye Care & Cough Drop products from L. Perrigo Company for 1% of sales.

(iii) F. A. Products, L.P. licenses the trademark GOOD SENSE (reg. # 1,763,914) for use in Adhesive Bandages & Cotton Swabs for 1% of sales. This agreement is with American White Cross, dated May 9, 1994 and was subsequently assigned to First Aid Products, Inc. and then to F.A. Products, L.P.

(iv) F.A. Products, L.P. licenses the trademarks and associated intellectual property collectively known as Looney Tunes from Warner Brothers, A division of Time Warner Entertainment Company L.P. This agreement dated February 26, 1997 is with American White Cross, Inc. and subsequently assigned to First Aid Products, Inc. and then to F.A. Products, L.P. A 10% royalty is paid with a \$250,000 minimum royalty. This contract will be amended so that the licenses only applies to products sold through the institutional channel and not the retail channel effective January 1, 2001.

(v) NutraMax Products, Inc. licenses certain rights with respect to the PEANUTS comic strip in an agreement dated March 11, 1998 and amended May 17, 1999 with United Feature Syndicate, Inc. for 9% of sales with a \$50,000 minimum royalty. This contract will be amended so that the licenses only applies to products sold through the institutional channel and not the retail channel effective January 1, 2001.

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