



Tab settings

To the Honorable Commissioner of Pat.

101641160

ched original documents or copy thereof.

1. Name of conveying party(ies):
Gaymar Industries, Inc.

- Individual(s)
 - Association
 - General Partnership
 - Corporation-State NY
 - Limited Partnership
 - Other _____
- Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving

Name: Antares Capital Corporation, as Collateral Agent

Internal Address: _____

Street Address : 311 South Wacker Drive, Ste 6400

City: Chicago State: IL

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

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: January 18, 2001

4. Application number(s) or trademark

A. Trademark Application No.(s)
- SEE THE ATTACHED -

B. Trademark Registration
- SEE THE ATTACHED -

Additional numbers attached? YES

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

RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

6. Total number of applications and registrations 26

7. Total fee (37 CFR \$ 665.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: _____

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

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 of the original document.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

3/15/01

Total number of pages including cover sheet, attachments, and 16

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

Gaymar Industries, Inc.

Trademark Status Report

Country	Trademark	Application No.	File Date	Registration No.	Reg. Date	Next Renewal/Use By	Status
UNITED STATES	CLINI-DYNE	75/592,464	11/20/98	2,335,005	3/28/00	AU 03/28/06 RN 03/28/10	REGISTERED
	CLINI-FLOAT	75/075,868	03/19/96	2,143,251	03/10/98	AU 03/10/04 RN 03/10/08	REGISTERED
	COMPANION	74/420,711	08/05/93	2,022,327	12/10/96	AU 12/10/02 RN 12/10/06	REGISTERED
	CSI and Design (Box)	73/816,527	08/02/89	1,648,054	06/18/91	RN 06/18/01	REGISTERED
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	GAYMAR	132,578	07/01/77	1,095,061	07/04/78	RN 07/04/08	REGISTERED
	ISOFLEX	75/618,436	1/11/99				PENDING
	ISOLIBRIUM	75/618,437	1/11/99	2,390,428	9/26/00	AU 09/26/05 RN 09/26/10	REGISTERED
	K.	68,254	02/24/59	687,635	11/03/59	RN 11/03/09	REGISTERED
	K-MOD	76/039,589	5/3/00				PENDING
	MISCELLANEOUS DESIGN - BUTTERFLY	75/718,955	05/28/99	2,390,508	9/26/00	AU 09/26/05 RN 09/26/10	REGISTERED
	MEDI-TEMP II	75/561,605	9/29/98	2,315,946	02/08/00	AU 02/08/06 RN 02/08/10	REGISTERED
	MEDI-THERM	75/561,826	9/29/98	2,294,433	11/23/99	AU 11/23/05 RN 11/23/09	REGISTERED
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RN = Renewal
AU = Statement of Use

March 9, 2001

Gaymar Industries, Inc.

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	TEMPERATURE MANAGEMENT CONTINUUM	75/388,544	11/12/97				PENDING
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	TOP-GARD	74/008,611	12/07/89	1,622,554	11/13/90	RN 11/13/10	REGISTERED
	WHERE QUALITY CARE MEETS THE BOTTOM LINE	75/618,438	1/11/99				PENDING
VENEZUELA	MEDI-TEMP II	12.916-99	10/8/99				PENDING
	MEDI-THERM	012915-99	7/29/99	N/A	2/25/00		REGISTERED

ITEM B - Trademark Licenses

- The Company also receives a non-exclusive license of Trademark Rights (all U.S. common law, federal and state trademark and service mark rights and all foreign trademark and service mark rights) to the marks "INTELLI-GEL" "GELASTIC" and "GOOZ" and all variations of them which may be used to designate the source of origin of Intelli-Gel products and services, Gelastic products and services or Gooz products and services) under a Licensing Agreement with TekSource dated as of November 26, 1997.

RN = Renewal
AU = Statement of Use

March 9, 2001

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Amended and Restated Trademark Security Agreement" or the "Agreement"), dated as of January 18, 2001 between GAYMAR INDUSTRIES, INC., a New York corporation and successor by merger to Gaymar Acquisition, Inc., a New York corporation (the "Pledgor") and ANTARES CAPITAL CORPORATION, a Delaware corporation ("Antares"), as collateral agent for the Secured Creditors referred to below (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor, Gaymar Holdings, Inc., a Delaware corporation ("Holdings"), certain lenders (the "Lenders"), and Antares, as successor administrative agent to Banc of America Commercial Finance Corporation ("BACFC") (in such capacity, the "Gaymar Administrative Agent"), are parties to a Credit Agreement dated as of December 29, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Gaymar Credit Agreement");

WHEREAS, MAI Medisearch Acquisition, Inc., a Puerto Rico corporation (together with its successors (including Medisearch P.R., Inc., a Puerto Rico corporation, upon consummation of the Merger as defined in the Medisearch Credit Agreement referred to below) "Medisearch"), Holdings, certain lenders (the "Medisearch Lenders;" together with the Lenders, the "Senior Lenders"), and Antares, as successor administrative agent to BACFC (in such capacity, the "Medisearch Administrative Agent"), are parties to a Credit Agreement dated as of December 29, 1999 (as the same may be amended from time to time, the "Medisearch Credit Agreement"); the Gaymar Credit Agreement and the Medisearch Credit Agreements each a "Credit Agreement" and, collectively, the "Credit Agreements");

WHEREAS, the Pledgor, Holdings, Antares, as successor by assignment to BACFC, and other lenders (Antares and the other lenders collectively, the "Purchasers") are parties to a Note Purchase Agreement dated as of December 29, 1999 (the "Note Purchase Agreement") pursuant to which the Company has issued \$7,500,000 in aggregate principal amount of its 12.088% Senior Subordinated Notes to the Purchasers (the "Subordinated Notes") upon the terms and conditions specified therein;

WHEREAS, in order to induce the Senior Lenders, the Gaymar Administrative Agent and the Medisearch Administrative Agent to enter into the Credit Agreements and the Purchasers to purchase the Subordinated Notes, the Pledgor has executed and delivered a Security Agreement dated as of December 29, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; all capitalized terms used but not defined in this Agreement have the meanings given to them in the Security Agreement);

WHEREAS, in order to facilitate the granting of the security interest hereunder and otherwise to secure the Secured Obligations and to establish the relative priority of the Secured Obligations with respect to such security interest, Antares, as the successor Collateral Agent, the Senior Lenders, the Purchasers, the Gaymar Administrative Agent, the Medisearch Administrative Agent, the Pledgor and Holdings have entered into an Intercreditor Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), pursuant to which the parties have agreed to establish the relative rights and priorities of the Secured Obligations with respect to the Shared Collateral (as defined in the Intercreditor Agreement);

WHEREAS, pursuant to the Security Agreement, Pledgor executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Secured Creditors, a Trademark Security Agreement dated as of December 29, 1999 (the "Original Trademark Security Agreement"); and

WHEREAS, pursuant to the terms of that certain Consent to Appointment of Successor Agents and First Amendment to Transaction Documents dated as of the date hereof among BACFC, Pledgor, Antares and the other parties listed therein, BACFC has resigned as Collateral Agent under the Intercreditor Agreement and has assigned and delegated its rights, remedies, duties and obligations under the Intercreditor Agreement to Antares as the successor Collateral Agent.; and

WHEREAS, Pledgor and Antares, as successor Collateral Agent, desire to amend and restate the Original Trademark Security Agreement according to the terms and conditions hereof in order to reflect the transfer of the interests of BACFC as Collateral Agent to Antares and to evidence in the United States Patent and Trademark Office the security interests granted to Antares, as successor Collateral Agent, hereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Creditors to purchase the Subordinated Notes and to make Loans and other extensions of credit to the Pledgor pursuant to the Credit Agreements, Pledgor agrees with the Collateral Agent as follows:

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 Security Agreement.

2. Grant of Security Interest. For good and valuable consideration, receipt of which is hereby acknowledged, to secure all of the Secured Obligations (hereinafter defined), Pledgor does hereby mortgage, pledge, hypothecate, and grant to Collateral Agent, for the benefit of itself and the Lenders, a continuing security interest in, to, and under, all rights, titles and interests of Pledgor in, to and under the following property (the "Trademark Collateral"), whether now existing or hereafter arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service 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 like nature, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, including those referred to in Item A (“Trademarks”) of Attachment 1 hereto;

(b) all trademark licenses, including each trademark license referred to in Item B (“Trademark Licenses”) of Attachment 1 hereto;

(c) all 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 (i) any claim by any Pledgor against third parties for past, present, or future infringement or dilution of any trademark, trademark registration, or trademark license, including any trademark, trademark registration, trademark license or trade name referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with any trademark, trademark registration, trademark license, or trade name, and (ii) rights to royalties and other payments with respect to the foregoing.

3. Secured Obligations. This Agreement and the security interest granted hereunder to Lender secures all Secured Obligations as defined in the Security Agreement.

4. Security Agreement. This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and the Office of the Secretary of State of New York and perfecting the security interest therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interests granted to the Collateral Agent under the Security Agreement and the other Financing Documents. The Credit Agreement and the other Financing Documents (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with their respective terms.

5. Release of Security Interest. At such time as the Secured Obligations have been paid in full and each Credit Agreement and the Note Purchase Agreement have been terminated, the Collateral Agent shall, at Pledgor’s expense, execute and deliver to Pledgor 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 thereunder.

6. Acknowledgment. Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Financing Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

7. Collateral Document, Etc. This Agreement is a Security Document and a Financing Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

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.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and applicable federal laws.

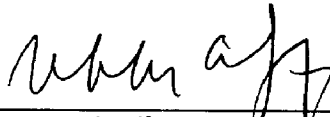
10. No Novation. The execution and delivery of this Agreement shall not in any way affect a novation of any of Pledgor's obligations under the Credit Agreements, Security Agreement or Original Trademark Security Agreement.

[Rest of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PLEDGOR:

GAYMAR INDUSTRIES INC.

By: 
Name: JEFF A. LIPSITZ
Title: VICE PRESIDENT

COLLATERAL AGENT:

ANTARES CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

STATE OF NY

COUNTY OF NY

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 17th day of January, 2001, personally appeared Jeff A. Lipsitz, to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of Gaymar Industries, Inc., a New York corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

Beth Fitzgerald
Notary Public BETH FITZGERALD
Notary Public, State of New York
No. 47-74680
Qualified in New York County
My commission expires: Commission Expires May 31, 2002

[NOTARIAL SEAL]

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


PLEDGOR:

GAYMAR INDUSTRIES INC.

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

ANTARES CAPITAL CORPORATION

By: 
Name: Chester R. Zaca
Title: Director

STATE OF ILLINOIS

COUNTY OF COOK

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 16 day of January, 2001, personally appeared Chester R. Zara, to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the Director of Antares Capital Corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

Therese A. Marus
Notary Public

My commission expires: 12/3/2003

[NOTARIAL SEAL]



Attachment 1

Amended and Restated Trademark Security Agreement
(Gaymar)

[See attached]

Gaymar Industries, Inc.

Trademark Status Report

ITEM A - Trademarks

Country	Trademark	Application No.	File Date	Registration No.	Reg. Date	Next Renewal/Use By	Status
AUSTRALIA	GAYMAR	492076	07-28-88	A492,076	07/28/88	RN 07/28/09	REGISTERED
	MEDI-TEMP II	795660	05-28-99	795660	05/28/99	RN 05/28/09	REGISTERED
	MEDI-THERM	795659	05-28-99	795659	05/28/99	RN 05/28/09	REGISTERED
BENELUX	GAYMAR	6496	09/09/88	452,938	09/09/88	RN 09/09/08	REGISTERED
	T/PUMP	64498	09/08/88	450,391	09/09/88	RN 09/08/08	REGISTERED
BRAZIL	MEDI-TEMP II	821763156	7/1/99				PENDING
	MEDI-THERM	821884000	8/5/99				PENDING
CANADA	GAYMAR	610,264	06/29/88	366,860	03/16/90	RN 03/16/05	REGISTERED
	T/PUMP	610,248	06/29/88	366,858	03/16/90	RN 03/16/05	REGISTERED
CHINA	MEDI-TEMP II	9900096605	8/16/99				PENDING
	MEDI-THERM	9900096604	8/16/99				PENDING
EUROPE	MEDI-TEMP II	1285808	8/19/99				PENDING
	MEDI-THERM	1285857	8/19/99				PENDING
	Miscellaneous Design (Butterfly)	011399211	11/25/99				PENDING
FRANCE	GAYMAR	958,882	10/05/88	1,492,175	10/05/88	RN 10/05/08	REGISTERED
	T/PUMP	958,884	10/05/88	1,492,176	10/05/88	RN 10/05/08	REGISTERED
GERMANY	GAYMAR	35996/10WZ	10/01/88	1,148,432	10/24/89	RN 10/31/08	REGISTERED

RN = Renewal
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March 9, 2001

Gaymar Industries, Inc.

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INDONESIA	MEDI-TEMP II	D99-15191	8/26/99				PENDING
	MEDI-THERM	D99-15190	8/26/99				PENDING
ITALY	GAYMAR	24,258	09/22/88	542,728	04/08/91	RN 09/22/08	REGISTERED
	T/PUMP	24.2597 (it should be a period)	09/22/88	542,729	04/08/91	RN 09/22/08	REGISTERED
JAPAN	GAYMAR	2419/1989	01/11/89	2,664,966	05/31/94	RN 05/31/04	REGISTERED
	MEDI-TEMP II	11-69422	8/2/99				PENDING
	MEDI-THERM	11-69421	8/2/99				PENDING
MEXICO	MEDI-TEMP II	380950	6/29/99	623510	09/21/99	AU 06/29/02 RN 06/29/09	REGISTERED
	MEDI-THERM	380949	6/29/99	623509	09/21/99	AU 06/29/02 RN 06/29/09	REGISTERED
SINGAPORE	MEDI-TEMP II	T99/07703Z	7/23/99				PENDING
	MEDI-THERM	T99/07702A	7/23/99				PENDING
TAIWAN	MEDI-TEMP II	88025206	5/26/99	885366	3/16/00	RN 03/15/10	REGISTERED
	MEDI-THERM	88026847	6/2/99	898598	08/1/00	RN 07/31/10	REGISTERED
THAILAND	MEDI-TEMP II	391088	6/29/99	Kor122246	06/29/09	RN 06/28/09	REGISTERED
	MEDI-THERM	391087	6/29/99	Kor121134	06/29/99	RN 06/28/09	REGISTERED
UNITED KINGDOM	GAYMAR	1,349,530	06/28/88	D1,349,530	06/28/88	RN 06/28/05	REGISTERED
	T/PUMP	1,349,475	06/28/88	A1,349,475	06/28/88	RN 06/28/05	REGISTERED

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