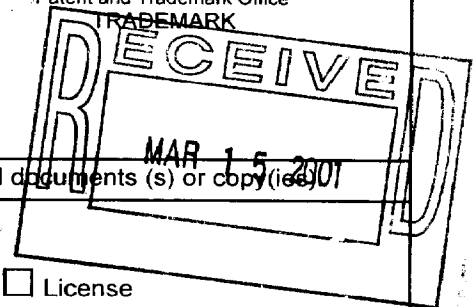


03-30-2001



101670182  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



C  
3-15-01

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

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # 02188 Frame # 0904

**Conveyance Type**

- Assignment
  - License
  - Security Agreement
  - Merger
  - Change of Name
  - Other \_\_\_\_\_
  - Nunc Pro Tunc Assignment
- Effective Date  
Month Day Year  
06 30 99

**Conveying Party**

Mark if additional names of conveying parties attached

Effective

Name Option Care, Inc. Month 06 Day 30 Year 99

Formerly \_\_\_\_\_

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

**Receiving Party**

Mark if additional names of conveying parties attached

Name Bank of America, N.A., as Lender's Agent

DBA/AKA/TA \_\_\_\_\_

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

Address (line 1) 231 S. LaSalle St.

Address (line 2) Floor 16

Address (line 3) Chicago Illinois/U.S.A. 60697

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other A National Banking Organization
- 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).

**FOR OFFICE USE ONLY**

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

**Domestic Representatives 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**

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" value="75/359,373"/>	<input type="text" value="75/440,761"/>	<input type="text" value="75/511,504"/>
<input type="text" value="75/673,104"/>	<input type="text" value="75/716,179"/>	<input type="text" value="75/716,209"/>
<input type="text" value="75/716,229"/>	<input type="text" value="75/716,256"/>	<input type="text" value="75/716,289"/>

<input type="text" value="2,348,785"/>	<input type="text" value="1,331,421"/>	<input type="text" value="1,336,094"/>
<input type="text" value="1,562,796"/>	<input type="text" value="1,604,898"/>	<input type="text" value="1,694,125"/>
<input type="text" value="1,728,452"/>	<input type="text" value="1,778,323"/>	<input type="text" value="1,804,925"/>

**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method Enclosed  Deposit Account

Deposit  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

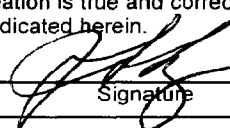
Deposit Account Number: #

Authorization to charge additional 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.

Joan L. Long  
Name of Person Signing

  
Signature

13-13-2001  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number of the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/716,290"/>	<input type="text" value="75/716,291"/>	<input type="text" value="75/739,008"/>	<input type="text" value="2,068,555"/>	<input type="text" value="2,073,162"/>	<input type="text" value="2,149,462"/>
<input type="text" value="75/739,009"/>	<input type="text" value="75/879,710"/>	<input type="text" value="76/037,307"/>	<input type="text" value="2,179,767"/>	<input type="text" value="2,179,768"/>	<input type="text" value="2,201,367"/>
<input type="text" value="76/046,360"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,218,959"/>	<input type="text" value="2,221,694"/>	<input type="text" value="2,221,695"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,221,696"/>	<input type="text" value="2,221,697"/>	<input type="text" value="2,221,698"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,343,457"/>	<input type="text" value="2,343,458"/>	<input type="text" value="2,343,460"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,348,784"/>	<input type="text"/>	<input type="text"/>

12-06-2000



RECORDED & INDEXED  
104540732  
TRADEMARKS ONLY

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

**Submission Type**

11-16-00

**Conveyance Type**

New

Assignment

License

Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_

Security Agreement

Nunc Pro Tunc Assignment

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Merger

Effective Date  
Month Day Year

Change of Name

06 30 99

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Other \_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached

Effective

Name Option Care, Inc.

Month Day Year  
06 30 99

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization California

**Receiving Party**

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Name Bank of America, N.A., as Lender's Agent

DBA/AKA/TA \_\_\_\_\_

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

Address (line 1) 701 Fifth Avenue

Address (line 2) Floor 16

Address (line 3) Seattle Washington/U.S.A. 98104  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership

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Corporation  Association

Other A National Banking Organization

Citizenship/State of Incorporation/Organization \_\_\_\_\_

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Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

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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.

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**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 Enclosed  Deposit Account

Deposit  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

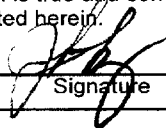
Deposit Account Number: #

Authorization to charge additional 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.

Joan L. Long  
Name of Person Signing

  
Signature

11-15-2000  
Date Signed

**RECORDATION FORM COVER SHEET**  
**CONTINUATION**  
**TRADEMARKS ONLY**

**Conveying Party**

Mark if additional names of conveying parties attached

Enter additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

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Enter additional Receiving Party

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   
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75/739,009	75/879,710	76/037,307
76/046,360		

2,068,555	2,073,162	2,149,462
2,179,767	2,179,768	2,201,367
2,218,959	2,221,694	2,221,695
2,221,696	2,221,697	2,221,698
2,221,699	2,265,209	2,329,601
2,343,457	2,343,458	2,343,460
2,348,784		

# AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2000, is between Option Care, Inc., a California corporation (the "Grantor"), and Bank of America, N.A., as the Lenders' Agent (the "Lenders' Agent").

## WITNESSETH :

WHEREAS, the Grantor and the Lenders' Agent are entering into an Amended and Restated Loan and Security Agreement dated the same date as this Agreement (as amended, amended and restated or otherwise modified from time to time, the "Loan and Security Agreement") with the other parties thereto;

WHEREAS, the Grantor is party to that certain Trademark Security Agreement dated as of February 5, 1999 (the "Existing Trademark Security Agreement"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to induce the Lenders to make Loans pursuant to the Loan and Security Agreement, the Grantor agrees to amend and restate the Existing Trademark Security Agreement, for the benefit of the Lenders and the Lenders' Agent, as follows:

SECTION 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 Loan and Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, and for the benefit of the Lenders and the Lenders' Agent: the Grantor does hereby mortgage, pledge and hypothecate to the Lenders' Agent, and grant to the Lenders' Agent a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective 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 a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all

registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment 1 hereto;

(b) all Trademark licenses, including any Trademark license referred to in Attachment 1 hereto;

(c) all reissues, extensions or 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 any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**SECTION 3. Loan and Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lenders' Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders' Agent under the Loan and Security Agreement. The Loan and Security Agreement (and all rights and remedies of the Lenders' Agent thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** Upon payment in full of all Obligations and the termination of the Loan and Security Agreement, the Lenders' Agent shall, at the Grantor's expense, execute and deliver to the Grantor 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 hereunder.

**SECTION 5. Representations and Warranties; Covenants.** The Grantor represents and warrants to, and the Grantor covenants with, the Lenders' Agent that: (a) all Trademark Collateral is and shall continue to be owned by Grantor free and clear of all Liens whatsoever, except for the Security Interest and other Permitted Liens; (b) the Security Interest in the Trademark Collateral is not and shall not be subject to any prior Lien; and (c) the Grantor shall not, without the Lenders' Agent's prior written consent, sell, lease or dispose of or permit the sale or disposition of the Trademark Collateral or any portion thereof.



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

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


SECTION 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.

SECTION 9. Effect on Existing Trademark Security Agreement. This Agreement amends and restates the Existing Trademark Security Agreement effective as of the date of this Agreement. This Agreement shall not effect a novation of the obligations of the parties to the Existing Trademark Security Agreement, but instead shall be merely a restatement and, where applicable, an amendment of the terms governing such obligations. The parties hereto hereby affirm, ratify and confirm all transactions pursuant to the Existing Trademark Security Agreement.

[SIGNATURES FOLLOW]

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

OPTION CARE, INC., a California  
corporation

By   
Name: Rajat Rai  
Title: President

BANK OF AMERICA, N.A., as Lenders' Agent

By \_\_\_\_\_  
Vice President

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

OPTION CARE, INC., a California  
corporation

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

BANK OF AMERICA, N.A., as Lenders' Agent

By Paul M. Turner  
Vice President

Registered Trademarks\*

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States of America	OPTION CARE	1,331,421	April 16, 1985
United States of America	O.P.T.I.O.N. CARE	1,562,796	October 24, 1989
United States of America	OPTIONET	1,604,898	July 3, 1990
United States of America	BILLING PLUS	1,694,125	June 16, 1992
United States of America	FOCIS	1,778,323	June 22, 1993
United States of America	OPTION CARE AND DESIGN	1,804,925	November 16, 1993
United States of America	ADDISON	2,179,767	August 4, 1998
United States of America	FROG Logo	2,201,367	November 3, 1998
United States of America	ADDISON ASTHMA PROGRAM	2,179,768	August 4, 1998
United States of America	OPTION ONE	2,265,209	July 27, 1999
United States of America	ANY PATIENT, ANY SERVICE, ANYWHERE	2,149,462	April 7, 1998
United States of America	OPTION CARE and Design	1,728,451	October 27, 1992

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<sup>2/</sup> The separate registration of "Option Care" in the United States of America as registration number 1,572,579 on December 19, 1989, has been cancelled.

United States of America	OPTION CARE	1,331,421	April 16, 1985 <sup>+</sup>
United States of America	WE HAVE THE SOLUTION FOR YOU	1,336,094	May 14, 1985
United States of America	OPTIONET	2,068,555	June 10, 1997
United States of America	OPTION CARE	2,073,162	June 24, 1997
United States of America	MISCELLANEOUS DESIGN	2,329,601	March 14, 2000
United States of America	SAMSON AND EAGLE DESIGN	2,343,457	April 18, 2000
United States of America	SAMSON AND CLAN DESIGN	2,343,460	April 18, 2000
United States of America	ADDISON	2,348,785	May 9, 2000
United States of America	ADDISON ASTHMA PROGRAM	2,348,784	May 9, 2000
China	OPTION CARE	1,213,878	October 7, 1998
United States of America	JEOP-BIRD-DY	2,221,698	February 2, 1999
United States of America	SOAR TO NEW HEIGHTS	2,221,699	February 2, 1999
United States of America	SAMSON	2,221,696	February 2, 1999
United States of America	SAMSON AND DESIGN	2,221,694	February 2, 1999
United States of America	SAMSON AND DESIGN	2,221,695	February 2, 1999
United States of America	"Miscellaneous Design"	2,221,697	Date Applied for: February 2, 1999

United States of America	"Miscellaneous Design"	2,218,959	Date Applied for: January 19, 1988
United States of America	SAMSON	2,343,458	April 18, 2000
United States of America	WE HAVE THE SOLUTION FOR YOU	1,336,094	May 14, 1985
Japan	OPTION CARE	4094083	December 19, 1997
Australia	OPTION CARE	729029	November 28, 1997
Hong Kong	OPTION CARE	B12328/1999	October 12, 1997
UNITED STATES OF AMERICA	SAMSON AND PAW PRINT design	2,221,695	February 2, 1999
Hungary	OPTION CARE	159,390	April 1, 1999
California	OPTION ONE	047502	March 7, 1997
California	OPTION CARE	047596	March 25, 1997

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
United States of America	THE RIGHT OPTION	75/440,761	Date Applied for: February 17, 1998
United States of America	FANCIFUL DESIGNS, as applied to Pediatric Growth Hormone Program	75/359,373	Date Applied for: September 18, 1997
United States of America	THE BEST OPTION	75/511,504	Date Applied for: July 1, 1998
United States of America	FANCIFUL design, as applied to Pediatric Growth Hormone Program	2,218,959	Date Applied for: January 19, 1999
United States of America	OPTIONCARE.COM	75/673,104	Date Applied for: April 2, 1999

United States of America	SOAR TO NEW HEIGHTS	75/716,256	Date Applied For: May 27, 1999
United States of America	CLAN DESIGN	75/716,209	Date Applied for: May 27, 1999
United States of America	EAGLE DESIGN	75/716,229	May 27, 1999
United States of America	EMMY SAMSON (Design)	75/716,289	May 27, 1999
United States of America	EMMY SAMSON	75/716,291	May 27, 1999
United States of America	EMMY (Design)	75/716,179	May 27, 1999
United States of America	EMMY	75/716,290	May 27, 1999
United States of America	BEYOND EXCELLENCE	75/739,008	June 29, 1999
United States of America	C.A.R.E. PROGRAM	75/739,009	June 29, 1999
Chili	OPTION CARE	457.422	August 9, 1999
United States of America	UPTOWNET.COM	75/879,710	December 22, 1999
Argentina	OPTION CARE	2,277,224	March 29, 2000
United States of America	OPTION MED	76/037,307	April 27, 2000
United States of America	OPTION MED	76/046,360	May 10, 2000
Singapore	OPTION CARE	File #S/2739/97	File Date March 10, 1997
Poland	OPTION CARE	Z199347	March 19, 1999
Israel	OPTION CARE	126902	April 5, 1999