

3/29/01

04-20-2001

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

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



101681361

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
 Document ID #

(Non-Recordation)

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

RMG/HRMI, INC.

Effective Date

Month Day Year

April 19, 1999

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Delaware

Receiving Party

Mark if additional names of conveying parties attached

Name

LaSalle National Bank

DBA/AKA/TA

Composed of

Address (line 1)

135 South LaSalle Street

Address (line 2)

Address (line 3)

Chicago

City

Illinois

State/Country

60603

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Agent for Lender Parties

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.)

Citizenship/State of Incorporation/Organization

Illinois

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

TRADEMARK
REEL: 002275 FRAME: 0805

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

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" value="2,226,073"/>	<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"/>	<input type="text"/>	<input type="text"/>	<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): \$

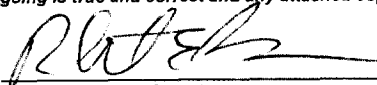
Method of Payment: Enclosed Deposit Account

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

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing 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.

Robert E. Browne  March 26, 2001
 Name of Person Signing Signature Date Signed

AG Ref No - 4444.A4

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement") is executed as of April 19, 1999 by RMG/HRMI, INC., a Delaware corporation (the "Company") in favor of LASALLE NATIONAL BANK, in its capacity as agent for the Lender Parties referred to below (the "Agent").

RECITALS:

A. RMG-HCR ARGENT, Inc., a Delaware corporation ("Parent"), has entered into a Credit Agreement dated as of April 19, 1999 (as amended, restated or otherwise modified and in effect from time to time, the "Credit Agreement") with various financial institutions and the Agent, pursuant to which such financial institutions have agreed to make loans and other financial accommodations (collectively, the "Loans") to Parent.

B. The Company has executed and delivered to Agent a guaranty dated April 19, 1999 (as amended or otherwise modified from time to time, the "Guaranty") and a Security Agreement dated April 19, 1999 (as amended or otherwise modified from time to time, the "Security Agreement").

C. It is a condition precedent to the making of the Loans that the Company shall have entered into this Agreement.

NOW, THEREFORE, for and in consideration of any Loans heretofore or hereafter made to the Parent under or in connection with the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions; Incorporation of Security Agreement.

(a) Capitalized terms used herein without definition are used herein as defined in the Credit Agreement.

(b) As used herein, (i) the term "Lender Parties" shall mean, collectively, the Agent, each Bank and each affiliate of a Bank which now or hereafter is a party to a Hedging Agreement; (ii) the term "Liabilities" shall mean all obligations (monetary or otherwise) of the Company and the Parent under the Credit Agreement, any Note, the Guaranty, and other Loan Documents or any other document or instrument executed in connection therewith and all Hedging Obligations owed to any Lender Party, in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due; and (iii) the term "Default" shall mean the occurrence of (A) any Unmatured Event Default under Section 12.1.1 or 12.1.4 of the Credit Agreement; or (B) any Event of Default.

(c) The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Assignment for Security. To secure the complete and timely payment and satisfaction of the Liabilities, the Company hereby grants to the Agent for the benefit of the Lender Parties a continuing security interest in the Company's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule 1 attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing herein referred to as the "Patents");

(b) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule 2 attached hereto, and any renewals thereof, and all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing herein referred to as the "Trademarks"); and

(c) all copyrights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule 3 attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing herein referred to as the "Copyrights");

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of the Company's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to the Agent under this Agreement, the Company hereby assigns, transfers and conveys to the Agent for the benefit of the Lender Parties all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable the Agent, effective upon the occurrence of any Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of the Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise.

Such right and assignment is granted without charge, without requirement that any monetary payment whatsoever, including, without limitation, any royalty or license fee, be made to the Company or any other Person by the Agent, except that if the Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Liabilities.

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules 1, 2 and 3, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor now owned by the Company. The Company shall provide the Agent on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by the Company subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement: Cumulative Remedies. The Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of the Agent with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.


5. Binding Effect. This Agreement shall be binding upon the Company and its successors and assigns and shall inure to the benefit of the Agent and its successors and assigns.

6. Applicable Law: Severability. This Agreement shall be construed in accordance with, and governed by, all of the provisions of the Illinois Uniform Commercial Code and by the other internal laws of the State of Illinois, except for the perfection and enforcement of security interests and liens in other jurisdictions, which shall be governed by the laws of such other jurisdiction or, as applicable, by the laws of the United States of America. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

* * * * *

IN WITNESS WHEREOF, the undersigned has duly executed this Patent, Trademark and Copyright Security Agreement as of the date first written above.

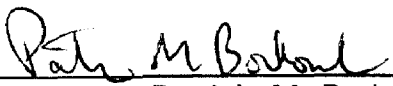
RMG/HRMI, INC.

By: 
Name: Martin Z. Craig
Title: President

Address: 3500 W. Peterson
Third Floor
Chicago, IL 60659

Accepted and Agreed To:

LASALLE NATIONAL BANK, as Agent

By: 
Name: Patricia M. Borkowski
Title: Vice President

Address: 135 South LaSalle Street
Chicago, IL 60603

SCHEDULE 1

PATENTS

U.S. Patent No.

Date Issued

Related Foreign Patents

U.S. Patent Application No.

Date Applied

SCHEDULE 2

TRADEMARKS

Trademark Registrations

FEDERAL TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
Health Rev, Inc.	2,226,073	2/23/99

STATE TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
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Trademark Applications

<u>Mark</u>	<u>Trademark Application No.</u>	<u>Date Applied</u>
None.		

SCHEDULE 3

COPYRIGHTS

Copyright Registrations

Registration No.

Date

Copyright Applications

Copyright Description

Copyright Application No.

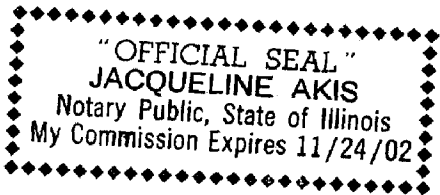
Date Applied

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jacqueline Akis, a Notary Public in and for said County and State,
DO HEREBY CERTIFY THAT Martin Z. Craig, the President
of RMG-HRC ARGENT, INC., a Delaware corporation, personally known to me to be the same
person whose name is subscribed to the foregoing instrument as such President
appeared before me this day in person and acknowledged that he signed and delivered said
instrument as his own free and voluntary act and as the free and voluntary act of such
corporation.

GIVEN under my hand and notarial seal this 19th day of April, 1999.



Jacqueline Akis
Notary Public

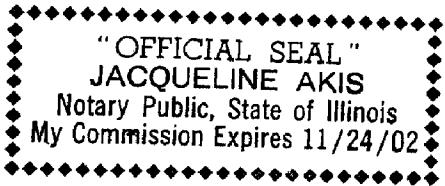
My Commission Expires: 11/24/02

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jacqueline Akis, a Notary Public in and for said County and State, DO
HEREBY CERTIFY THAT Patricia M. Berkowski, Vice President of LASALLE
NATIONAL BANK, known to me to be the same person whose name is subscribed to the
foregoing instrument as such Vice President appeared before me this day in person and
acknowledged that she signed and delivered said instrument as her own free and voluntary
act and as the free and voluntary act of such banking association..

GIVEN under my hand and notarial seal this 17th day of April, 1999.



Jacqueline Akis
Notary Public

My Commission Expires: 11/24/02