



101800523

Tab settings

To the Honorable Commissioner of Patent

and original documents or copy thereof.

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

07/27/01

- Individual(s)
- General Partnership
- Corporation-State CA
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

June 29, 2001

Execution Date:

2. Name and address of receiving party(ies)

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 Delaware
- 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

4. Application number(s) or trademark

A. Trademark Application No.(s)
- NONE -

B. Trademark Registration
2,205,100

Additional numbers attached? NO

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 1

7. Total fee (37 CFR) \$ 40.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

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

08/03/2001 BYRNE 00000219 2205100

DO NOT USE THIS SPACE

01 FC:481

40.00 00

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

July 24, 2001

Total number of pages including cover sheet, attachments, and

10

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

SUBSIDIARY TRADEMARK SECURITY AGREEMENT

This SUBSIDIARY TRADEMARK SECURITY AGREEMENT (as amended or otherwise modified from time to time, this "Agreement"), dated as of June 29, 2001 between HANEL, INC., a California 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, Gaymar Industries, Inc., a New York corporation ("Gaymar"), 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, pursuant to the terms of the Credit Agreements and Note Purchase Agreement, Gaymar and Medisearch have received, and will hereafter receive, loans and other financial accommodations from the Senior Lenders and the Purchasers;

WHEREAS, Gaymar is the legal and beneficial owner of all of the issued and outstanding capital stock of Pledgor;

WHEREAS, Pledgor acknowledges that, as a wholly owned subsidiary of Gaymar and an affiliate of Medisearch, it will receive substantial direct and indirect benefits by reason of the making of loans to Gaymar and Medisearch as described above;

WHEREAS, Pledgor has guaranteed the payment and performance of the Secured Obligations pursuant to the terms of the Guaranty (as defined in the Security Agreement);

WHEREAS, in order to secure the payment and performance of the Secured Obligations, and the other obligations of the Pledgor under the Guaranty, Pledgor has executed and delivered a Subsidiary Security Agreement dated of even date herewith, pursuant to which the Pledgor has granted to Collateral Agent a security interest in all of the assets of Pledgor (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and pursuant to such Security Agreement Pledgor is required to execute this 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 Gaymar 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);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, 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 and those obligations of Pledgor as more fully set forth in Section 3 of the Security Agreement, 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 Collateral Agent secures all Secured Obligations and other obligations of Pledgor as more fully set forth in Section 3 of 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 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 (as defined in each of the Credit Agreements). The Security Agreement, Credit Agreements, Intercreditor 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 Security Agreement and other 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 (as defined in each Credit Agreement) and a Financing Document (as defined in each Credit Agreement) executed pursuant to the Credit Agreements and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreements.

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.

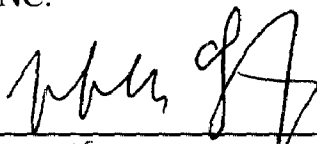
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and applicable federal laws.

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

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.

PLEDGOR:

HANEL, INC.

By: 
Name: Jeffrey Lipsitz
Title: Sole Director

COLLATERAL AGENT:

ANTARES CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name: _____
Title: _____

STATE OF New York
COUNTY OF New York

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 29th day of June, 2001, personally appeared Jeffrey Lipsitz, to me known personally, and who, being by me duly sworn, deposes and says that ~~(s)~~he is the Sole Director of Hanel, Inc., a California 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
Commission Expires May 31, 2002
My commission expires: _____

[NOTARIAL SEAL]

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.

PLEDGOR:

HANEL, INC.

By: _____

Name: _____

Title: _____

COLLATERAL AGENT:

ANTARES CAPITAL CORPORATION,
as Collateral Agent

By: 

Name: DAN BARRY

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 27 day of June, 2001, personally appeared Daniel L. Barry 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.

Judith A. Rusch
Notary Public

My commission expires: 8/31/04

[NOTARIAL SEAL]



Attachment 1

Item A. Trademarks.

MARK	OFFICE	REGISTRATIONDATE	REGISTRATIONNO.
PLEXUS	USPTO	11/24/98	2,205,100

Item B. Trademark Licenses.

License to use Vacuum Wound Care Technology pursuant to that certain License Agreement dated on or about June 29, 2001 between Hanel, Inc. and Plexus Wound Care, Inc.