Attorney Docket No. 96611/203

12-20-2001

101922711

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨⇨⇨ ▼

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Managed Health Care Associates, Inc.
10·30 01

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State NJ
- [ ] Other

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

2. Name and address of receiving party(ies)
Name: BNP Paribas
Internal Address:
Street Address: 787 Seventh Avenue
City: New York State: NY Zip: 10019

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other French Banking Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: October 26, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,299,758

Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Albert B. Chen, Esq.
Internal Address: Kramer Levin Naftalis & Frankel LLP
Street Address: 919 Third Avenue
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....$ 40.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

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 copy of the original document.

Albert B Chen Reg No 41,667
Name of Person Signing

Signature

10/30/01
Date

Total number of pages including cover sheet, attachments, and document: 5

12/19/2001 DBYRNE 00000169 2299758
01 FC:481 40.00 OP

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 26, 2001 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, this "IP Security Agreement"), is made by the party listed on the signature page hereof (the "Grantor") in favor of BNP PARIBAS, as agent (the "Agent") for the benefit of the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor has entered into a Second Amended and Restated Credit Agreement, dated as of the date hereof (as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Credit Agreement"), with the Agent and certain other parties named therein;

WHEREAS, in connection with the execution and delivery of the Credit Agreement and the transactions described in the recitals thereto, the Grantor has executed and delivered and, with other parties, entered into that certain Amended and Restated Security Agreement dated as of the date hereof by the Grantor in favor of the Agent (as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in all intellectual property of the Grantor to the Agent for the benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(i) The United States trademark registrations set forth on **Schedule A** hereto, including any foreign trademark and service mark registrations, applications and license related thereto (the "Trademarks");

(ii) any and all causes of action for past, present and future infringement or breach of the Trademarks with the right, but not the obligation, to sue for and collect, or otherwise recover, damages for such infringement or breach; and

(iii) any and all proceeds and goodwill of the businesses with which the Trademarks are associated.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 3. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement (collectively "Relevant Documents"), all terms and provisions of each of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Relevant Documents, the provisions of the Relevant Documents shall govern.

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantor:

Managed Health Care Associates, Inc.
a New Jersey corporation

By: _____
Name: STEPHEN J. ANDREW
Title: CHIEF FINANCIAL OFFICER

Address:

Managed Health Care Associates, Inc.
25A Vreeland Road
Suite 203
Florham Park, NJ 07932

STATE OF New Jersey)
:ss.:
COUNTY OF Morris)

On this 29 day of October 2001, before me personally came Stephen Andrew, who, being duly sworn, did state as follows: that he is the Chief Financial Officer of Managed Health Care Associates, Inc., that he is authorized to execute the foregoing Intellectual Property Security Agreement on behalf of Managed Health Care Associates, Inc. and that he did so by authority of the Board of Directors of said corporation.

Mary C. O'Keeffe
Notary Public

Mary C. O'Keeffe
Notary Public, State of New Jersey
My Commission Expires May 7 2002

KL3-2140503.3

EXHIBIT A TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark	Registration Date	U.S. Trademark Registration No.
CAPSULENET	December 14, 1999	2,299,758