

3/19/07

04-11-2002

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

RECC TF



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

Tab settings

102052386

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

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

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State California, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Correction of registration number from 1728452 to 1728451 at Reel 2262/Frame 0741

Execution Date: June 30, 1999

2. Name and address of receiving party(ies)

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

Internal

Address:

Street Address: 231 S. LaSalle St., Floor 16

City: Chicago State: IL Zip: 60697

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other A National Banking Organization

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)

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

1728451

Additional number(s) attached Yes No

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

Name: Joan L. Long

Internal Address: Mayer Brown Row & Maw

Street Address: P.O. Box 2828

City: Chicago State: IL Zip: 60690-2828

6. Total number of applications and registrations involved: 1

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

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

13-0019

(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.

Joan L. Long

Name of Person Signing

Signature

March 19, 2002

Date

Total number of pages including cover sheet, attachments, and document: 32

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

04/11/2002 6TON11 00000004 130019 1728451 01 FC:481 40.00 CH

TRADEMARK REEL: 002480 FRAME: 0645

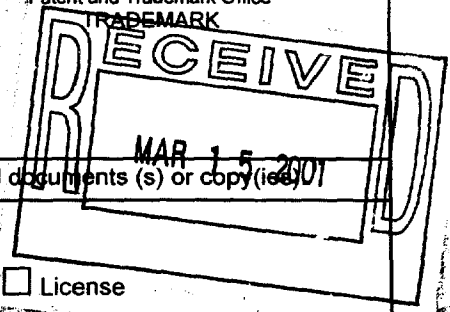
03-30-2001



101670182

REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office



C
3-15-06

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(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
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Non-Pro. Int. 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 Day Year
06 30 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/KA/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

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).

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other A National Banking Organization
- Citizenship/State of Incorporation/Organization _____

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="2,348,785"/>	<input type="text" value="1,331,421"/>	<input type="text" value="1,336,094"/>
<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="1,582,796"/>	<input type="text" value="1,604,898"/>	<input type="text" value="1,694,125"/>
<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="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:

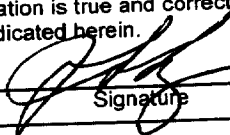
#

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

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship State of Incorporation/Organization

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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)

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

^{2/} 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 ⁺
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

12-06-2000



RE 104540732
TRADEMARKS ONLY

11-16-00

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

Submission Type

Conveyance Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

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

Conveying Party

Mark if additional names of conveying parties attached

Effective

Month Day Year
06 30 99

Name Option Care, Inc.

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) 701 Fifth Avenue

Address (line 2) Floor 16

Address (line 3) Seattle Washington/U.S.A. 98104

City

State/Country

Zip Code

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).

- Individual
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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

2/06/2000 BTGAL 00000311 7535373
1 FC:AB1 8863810.1 111500 849C 00643655
10/1/00 00

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)

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Pages Enter the total number of pages of the attached conveyance document including any attachments.

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Trademark Application Number(s) or Registration

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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

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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

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City

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Corporation Association

Other

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Trademark Application Number(s)

Registration Number(s)

75/716,290	75/716,291	75/739,608
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		