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FORM PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



08-15-2002



102190672

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):
Medirex, Inc. 8-7-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State New Jersey
 Other _____

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

2. Name and address of receiving party(ies):
 Name: Transamerica Business Capital Corporation f/k/a Transamerica Business Credit Corporation
 Internal Address: _____
 Street Address: 555 Theodore Fremd Avenue
 City Rye State NY ZIP 10580

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Supplement to Intellectual Property Security Agreement recorded on 11/9/00 at Reel 2187, Frame 221

Execution Date: July 15, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark registration No.(s) 1,592,882; 1,592,725

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 PENNIE & EDMONDS LLP
 1155 Avenue of the Americas
 New York, NY 10036
 Attn.: Carol M. Wilhelm
 File No.: 10148-005-999

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):.....\$ 65
 Please charge to the deposit account listed in Section 8.

8. Deposit account number:
16-1150

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.

Carol M. Wilhelm Carol M. Wilhelm 8/7/02
 Name of Person Signing Reg. No. Signature Date

Total number of pages comprising cover sheet: 8

08/14/2002 DBYRNE 00000103 161150 1592882
 01 FC:481 40.00 CH
 02 FC:482 25.00 CH

TRADEMARK
REEL: 002562 FRAME: 0838

NY2-1342055.1

MEDIREX, INC.

17 West Street - P.O. Box 371 - East Hanover, New Jersey 07936 USA - Telephone: 973/386-5566 - Facsimile: 973/599-5786

July 15, 2002

Transamerica Business Capital Corporation,
as Lender
555 Theodore Fremd Avenue
Rye, New York 10580

Re: Intellectual Property Security Agreement
Dated August 31, 2000
Between Odyssey Pharmaceuticals, Inc. and
Transamerica Business Capital Corporation
~~Mc's Transamerica Business Credit Corporation, as Lender~~

Ladies and Gentlemen:

Reference is made to the above-captioned Intellectual Property Security Agreement (as amended, supplemented or otherwise modified, the "Intellectual Property Security Agreement"), which was recorded in the United States Patent and Trademark Office at Reel 2187, Frame 221 on November 9, 2000. Unless otherwise defined herein, terms defined in the Intellectual Property Security Agreement are used herein as therein defined.

The undersigned hereby agrees, as of the date first above written, to become a Grantor under the Intellectual Property Security Agreement as if it were an original party thereto and agrees that each reference in the Intellectual Property Security Agreement to a "Grantor" shall also mean and be a reference to the undersigned.

The undersigned hereby assigns and grants to the Lender as collateral for the Obligations a Lien on and security interest in all of its right, title and interest in the United States and throughout the world in and to its Intellectual Property Collateral, whether now owned or hereafter acquired.

The undersigned has attached hereto supplements to Schedules I through V to the Intellectual Property Security Agreement, and the undersigned hereby certifies that such supplements have been prepared by the undersigned in substantially the form of the Schedules to the Intellectual Property Security Agreement and are accurate and complete as of the date first above written.

The undersigned hereby makes each representation and warranty set forth in Section 4 of the Intellectual Property Security Agreement as to itself and as to its Intellectual Property Collateral to the same extent as each other Grantor and hereby agrees to be bound as a

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TRADEMARK
REEL: 002562 FRAME: 0839

Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as all other Grantors.

This letter shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

MEDIREX, INC.

By Paul D. Cottone

Name: Paul D. Cottone
Title: President & CEO
Address: 17 West Street
East Hanover, NJ 07936

NY-15374.1

SCHEDULE I
OR
Intellectual Property Security Agreement
Supplement -- Medirex, Inc.

Patents and Patent Applications

None.

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SCHEDULE II
in
Intellectual Property Security Agreement
Supplement - Medirex, Inc.

Trademark Registrations and Applications

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MEDIGRID	1,592,882	4/24/90
MEDIREX	1,592,725	4/24/90

SCHEDULE III
to
Intellectual Property Security Agreement
Supplement - Medtrax, Inc.
Copyright Registrations and Applications

None.

NY2-103759.1

SCHEDULE IV
to
Intellectual Property Security Agreement
Supplement - Medtronic, Inc.

Licenses

None.

NYZ - 1027410.1

SCHEDULE V
to
Intellectual Property Security Agreement
Supplement - Medirex, Inc.

Third Party Claims/Pending Litigation/Unauthorized Uses

None.

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**** TOTAL PAGE.19 ****