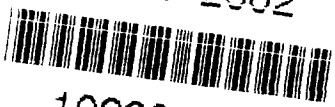


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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): MEDport LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other limited liability company

2. Name and address of receiving party(ies)
Name: Fleet National Bank
Internal Address:
Street Address: 111 Westminster Street
City: Providence State: RI Zip: 02903
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Bank
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 09/17/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,080,388
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Charles H. Boisseau
Internal Address: Boisseau & Dean LLP
Street Address: 155 South Main Street
City: Providence State: RI Zip: 02903

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:

DO NOT USE THIS SPACE

9. Signature.
Gregg J. Lallier
Name of Person Signing
Signature
Date 9/18/02
Total number of pages including cover sheet, attachments, and document: 12

RECORDS
FINANCE SECTION
SEP 24 PM 1:43

09/26/2002 LNUELLER 00000029 1080388
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

TRADEMARK
REEL: 2588 FRAME: 0551

SECURITY AGREEMENT – TRADEMARKS AND PATENTS

This **SECURITY AGREEMENT – TRADEMARKS AND PATENTS** (the “**Agreement**”) is made as of this 17th day of September, 2002 by **MEDPORT LLC**, a Rhode Island limited liability company with its principal place of business at 23 Acorn Street, Providence, Rhode Island 02903 (“**Debtor**”), in favor of **FLEET NATIONAL BANK** with an office at 111 Westminster Street, Providence, Rhode Island 02903 (“**Secured Party**”).

W I T N E S S E T H:

WHEREAS, Debtor has entered into a Term Loan Agreement and Revolving Credit Agreement of even date herewith (as amended and in effect from time to time, the “Credit Agreements”), with Secured Party, pursuant to which Secured Party, subject to the terms and conditions contained therein, is to make loans or extend credit to Debtor; and

WHEREAS, it is a condition precedent to Secured Party's making any loans or otherwise extending credit to Debtor under the Credit Agreements that Debtor execute and deliver to Secured Party a security agreement in substantially the form hereof; and

WHEREAS, Debtor wishes to grant a security interest in favor of Secured Party as herein provided;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Credit Agreements, Debtor hereby agrees with Secured Party as follows:

1. **Definitions.** Any capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreements, and the following terms shall have the following meanings:

“**Collateral**” shall have the meaning set forth in Section 2 hereof.

“**Licenses**” shall mean any agreement, written or oral, providing for the grant by Debtor of any right to use any Trademark or Patent, including those listed on **Schedule A** and **Schedule B**.

“**Obligations**” means any and all loans, advances, indebtedness, liabilities, obligations, covenants or duties of Debtor to Secured Party of any kind or nature, including obligations to pay money and to perform acts or refrain from taking action, whether arising under a loan, lease, credit card, line of credit, guaranty, indemnity, confirmation, acceptance, currency exchange, interest rate protection arrangement, overdraft or other type of financing arrangement, and any and all extensions and renewals thereof, and modifications and amendments thereto, whether in whole or in part, whether created directly by Secured Party or acquired by assignment, purchase, discount or

otherwise, whether any of the foregoing are direct or indirect, joint or several, absolute or contingent under, due or to become due, now existing or hereafter arising, whether any present or future agreement or instrument, and whether or not evidenced by a writing and specifically including but not being limited to the unpaid principal amount outstanding at any time under the notes evidencing loans, plus all accrued and unpaid interest thereon, together with all fees, expenses, including attorneys' fees, penalties, and other amounts owing by or chargeable to Debtor under the Credit Agreements, the notes or the any other document relating thereto.

"Patents" means (a) all patents of the United States and all reissues and extensions thereof, (b) all applications for patents of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to in the **Schedule A** attached hereto, and (c) all Proceeds thereof.

"Proceeds" shall have the meaning ascribed to such term in the UCC.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether or not registered in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including, without limitation, any thereof referred to in **Schedule B** attached hereto, (b) all renewals thereof, and (c) all Proceeds thereof, including the goodwill of the business connected with the use of and symbolized by the Trademarks.

"UCC" means the Uniform Commercial Code as in effect in the State of Rhode Island from time to time.

2. **Grant of Collateral.** The Company hereby grants to Secured Party, its successors and assigns, on the terms and conditions set forth in the Credit Agreements, and as security for the Obligations, a lien upon and security interest in all of Debtor's right, title, and interest in, to and under the Trademarks and Patents, and any Licenses thereto, (hereinafter sometimes collectively referred to as the **"Collateral"**).

3. **No Prior Encumbrances.** The Company represents and warrants to Secured Party that Debtor has not heretofore assigned, transferred or encumbered its right, title and interest in, to and under the Collateral.

4. **Representations and Warranties.** The Company represents and warrants that all Patents, Trademarks and Licenses owned by Debtor in its own name as of the date hereof are listed on **Schedule A** and **Schedule B**. To the best of Debtor's knowledge, each Patent and Trademark is valid, subsisting, unexpired, and enforceable and has not been abandoned. Except for the Licenses listed on **Schedule A** or **Schedule B**, none of such Patents or Trademarks are the subject of any licensing or franchise agreement. No holding, decision or judgment has been rendered by any governmental authority against Debtor that would limit, cancel or question the validity of any

Patent or Trademark. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any Patent or Trademark or (ii) which, if adversely determined, could reasonably be expected to have a Material Adverse Effect.

5. Covenants. The Company covenants and agrees with Secured Party that, from and after the date of this Agreement until the Obligations are paid in full:

(a) Unless otherwise agreed in writing by Secured Party prior to the occurrence of any of the following events, Debtor (either itself or through licensees) will (i) continue to use each Trademark, except with respect to any Trademark that Debtor shall reasonably determine is of negligible economic value to it, on each and every trademark class of goods or services applicable to any such Trademark in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain, as in the past and currently exists, the quality of products and services offered under such Trademark, (iii) with respect to a registered Trademark, employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless Secured Party shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(b) The Company will not do any act, or omit to do any act, whereby any Patent, except with respect to any Patent that Debtor shall reasonably determine is of negligible economic value to it, may become abandoned or terminated, including without limitation the non-payment of any necessary issue and maintenance fees.

(c) Whenever Debtor, either by itself or through any secured party, employee, licensee or designee, shall file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, Debtor shall report such filing to Secured Party within five (5) Business Days after the last day of the fiscal quarter in which such filing occurs.

(d) The Company shall execute and deliver any and all agreements, instruments, documents, and papers as Secured Party may request to evidence Secured Party's security interest in any Patent or Trademark and the goodwill and General Intangibles of Debtor relating thereto or represented thereby, and Debtor hereby constitutes Secured Party its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed (such power being coupled with an interest is irrevocable until the Obligations are paid in full and the commitment is terminated).

(e) The Company will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of any registered Patents or Trademarks, including, without limitation, filing of applications for renewal, payment of maintenance and renewal fees, affidavits of use and affidavits of incontestability.

(f) In the event that any material Patent or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party, Debtor shall, unless Debtor shall reasonably determine that such Patent or Trademark is of negligible economic value to Debtor, take such actions as Debtor shall reasonably deem appropriate under the circumstances to protect such Patent or Trademark, including without limitation suing for infringement, misappropriation or dilution, seeking injunctive relief where appropriate and recovering any and all damages for such infringement, misappropriation or dilution.

6. **Proceeds.** It is agreed that if an Event of Default shall occur and be continuing (a) all Proceeds of the Collateral received by Debtor consisting of cash, checks and other near-cash items shall be held by Debtor in trust for Secured Party, segregated from other funds of Debtor, and shall, forthwith upon receipt by Debtor, be turned over to Secured Party in the exact form received by Debtor (duly endorsed by Debtor to Secured Party, if required), and (b) any and all such Proceeds received by Secured Party (whether from Debtor or otherwise) may, in the sole discretion of Secured Party, be held by Secured Party as collateral security for, and/or then or at any time thereafter may be applied by Secured Party against the Obligations (whether matured or unmatured), such application to be made in accordance with the provisions of the Credit Agreements and the Note. Any balance of such Proceeds remaining after the Obligations shall have been paid in full shall be paid over to Debtor.

7. **Remedies.** Subject to the Subordination Agreement, if an Event of Default shall occur and be continuing Secured Party may exercise, in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC, including without limitation the immediate right to enforce or realize on any Collateral in any manner or order it deems expedient without regard to any equitable principles of marshalling or otherwise.

8. **Performance by Bank of Debtor's Obligations.** If Debtor fails to perform or comply with any of its agreements contained herein and Secured Party, as provided for by the terms of this Agreement, shall itself after reasonable prior notice perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of Secured Party incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to the Default Rate under the Credit Agreements or such lesser rate as required by applicable law, shall be payable by Debtor to Secured Party on demand and shall constitute Obligations secured hereby.

9. **Indemnification.** The Company agrees to pay, and to save Secured Party harmless from any and all liabilities, reasonable costs and expenses (including, without limitation, reasonable legal fees and expenses) (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay not caused by Secured Party in complying with any requirement of law applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Agreement.

10. **Company's Liability under Licenses.** Notwithstanding anything to the contrary, nothing herein contained shall relieve Debtor from the performance of any covenant, agreement or obligation on Debtor's part to be performed under any License now existing or hereafter executed by Debtor licensing the use of the Collateral or any part thereof or from liability to any licensee thereunder or other party or impose any liability on Secured Party for the acts or omissions of Debtor in connection with any such License.

11. **Termination.** This Agreement shall terminate upon written notice by Secured Party to Debtor that all of the Obligations secured hereby have been fully paid and performed and, upon such event, the security interest granted hereunder against the Collateral shall be terminated and Secured Party shall promptly execute and deliver to Debtor such documents or instruments as Debtor may reasonable request of such termination.

12. **Successors and Assigns.** This Agreement shall be binding upon Debtor and its successors, and assigns and shall inure to the benefit of Secured Party and its successors and assigns.

13. **Waivers and Amendments; Successors and Assigns, Governing Law.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except as provided by the Credit Agreements. This Agreement shall be binding upon the successors and assigns of Debtor and shall inure to the benefit of Secured Party and its successors and assigns.

14. **Governing Law; Consent to Jurisdiction.** THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF RHODE ISLAND. The Debtor agrees that any action or claim arising out of, or any dispute in connection with, this Agreement, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, may be brought in the courts of the State or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Debtor by mail at the address specified in the Credit Agreement(s). The Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

15. **Waiver of Jury Trial and Certain Damages.** DEBTOR AND SECURED PARTY (BY ACCEPTANCE OF THE NOTE) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF SECURED PARTY RELATING TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS AND AGREE THAT NEITHER PARTY

WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW DEBTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. DEBTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF SECURED PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SECURED PARTY WOULD NOT IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR SECURED PARTY TO ACCEPT THE NOTES AND MAKE THE LOAN. The Debtor (i) certifies that neither Secured Party nor any representative, agent or attorney of Secured Party has represented, expressly or otherwise, that Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement, and (ii) acknowledges that, in entering into the Credit Agreement(s) and the other Loan Documents to which Secured Party is a party, Secured Party is relying upon, among other things, the waivers and certifications contained in this Section 15.

16. **Powers coupled with an Interest.** All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

17. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

18. **Paragraph Headings.** The paragraph headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

19. **No Waiver; Cumulative Remedies.** The Secured Party shall not, by any act (except by a written instrument pursuant to Section 13 hereof), delay, indulgence, omission or otherwise, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

20. **Notices.** Notices hereunder shall be given to Debtor in care of Debtor in the manner set forth in the Credit Agreements.

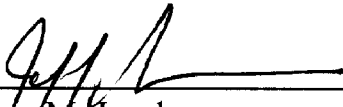
21. **Collateral – Credit Agreements.** The parties hereby acknowledge and agree that the Patents, Trademarks and Licenses described herein shall constitute “Collateral” as defined by the Credit Agreements and all terms, covenants, obligations and conditions contained in the Credit Agreements relating to or affecting the Collateral shall apply to such Patents, Trademarks and Licenses.

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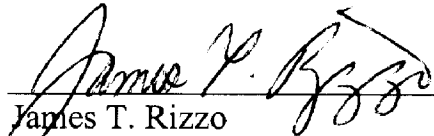
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the date first set forth above.

MEDPORT LLC

By: MEDport Investment Inc.
Its Sole Member

By: 
Jeffrey M. Jacober
Its President

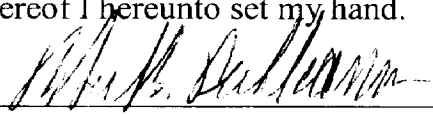
FLEET NATIONAL BANK

By: 
James T. Rizzo
Senior Vice President

STATE OF RHODE ISLAND)
) at
COUNTY OF PROVIDENCE)

On this the 17th day of September, 2002, before me, the undersigned officer, personally appeared Jeffrey M. Jacober, who acknowledged himself to be the President of MEDport Investment Inc., the sole member of MEDport LLC, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the corporation, by signing the name of the corporation by himself as such officer.

In Witness Whereof I hereunto set my hand.


Notary Public/My Commission Expires:
Commissioner of the Superior Court

Robert B. Berkelhammer
Notary Public
Rhode Island #838
My commission expires: 07/08/2005

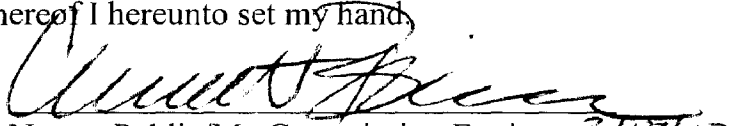
STATE OF RHODE ISLAND)

) at

COUNTY OF PROVIDENCE)

On this the 17th day of September, 2002, before me, the undersigned officer, personally appeared James T. Rizzo, who acknowledged himself to be the Senior Vice President of Fleet National Bank, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the corporation, by signing the name of the corporation by himself as such officer.

In Witness Whereof I hereunto set my hand,


Notary Public/My Commission Expires: 3/17/03
Commissioner of the Superior Court

SCHEDULE A

PATENTS AND LICENSES THEREOF

Digital Thermometer Patent Application No. 10/141,429
Filed: May 8, 2002

SCHEDULE B

TRADEMARKS AND LICENSES THEREOF

Vitaminder Registration Number 1,080,388