

03-14-2003

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECC



102390251

3-12-03

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

1. Name of conveying party(ies):
The Harvard Drug Group, L.L.C.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of _____
 Other Michigan limited liability company

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

2. Name and address of receiving party(ies):
 Name: Bank of America, N.A.
 Internal Address: _____
 Street Address: 55 South Lake Avenue, Suite 900
 City: Pasadena State: CA ZIP: 91101

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

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 _____

Execution Date: January 15, 2003

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

B. Trademark registration No.(s)
2,490,633
~~1,438,897~~
1,421,688
1,333,828

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Cathryn A. Berryman
Jenkins & Gilchrist, P.C.
 Internal Address: _____

 Street Address: 1445 Ross Avenue, Ste. 3200
 City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: Four (4)

7. Total fee (37 CFR 3.41): \$ 115.00
 Enclosed
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:
10-0447
 (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.

Cathryn A. Berryman Cathryn A. Berryman 3-7-03
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: -1- Total Pages -6-

03/13/2003 ECD001R 00000164 2490633

01 FC:8521 40.00 OP
02 FC:8522 75.00 OP

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of January 15, 2003 by and between The Harvard Drug Group, L.L.C., a Michigan limited liability company ("Pledgor"), and Bank of America, N.A., ("Secured Party"), acting in its capacity as agent for the Lenders (as hereinafter defined) pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, or otherwise modified, the "Credit Agreement") among Pledgor, each of the lenders party thereto (the "Lenders"), and Secured Party.

R E C I T A L S:

A. Pledgor and Secured Party have entered into that certain Security Agreement, dated as of even date herewith (as amended, restated, or otherwise modified, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Pledgor has granted to Secured Party a lien and security interest in all General Intangibles of Pledgor, including, without limitation, all of Pledgor's right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a "Trademark"), together with the goodwill of the business symbolized by Pledgor's Trademarks, and trademark licenses (each such trademark license, a "Trademark License"), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby grants to Secured Party a lien and continuing security interest in all of Pledgor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

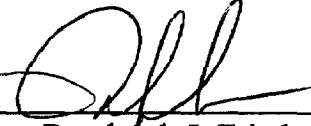
Pledgor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

PLEDGOR:

THE HARVARD DRUG GROUP, L.L.C.,
a Michigan limited liability company


By: 
Name: Randolph J. Friedman
Title: Chairman and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF *Michigan*)
)
COUNTY OF *Wayne*)

This instrument was acknowledged before me this 16 day of January 2003 by Randolph J. Friedman, the Chairman and Chief Executive Officer of The Harvard Drug Group, L.L.C., a Michigan limited liability company.

{Seal}


Notary Public in and for the State of MI

My commission expires: KAREN I. BOIK
Notary Public, Oakland County, MI
Acting in Wayne Co., MI
My Commission Expires 11/29/2005

SECURED PARTY:

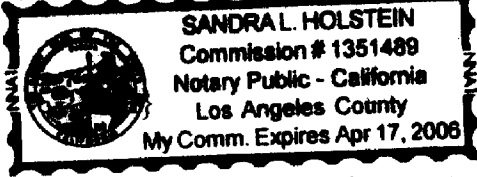
BANK OF AMERICA, N.A., as Agent for the
Lenders

By: Kevin R. Kelly
Name: Kevin R. Kelly
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

This instrument was acknowledged before me this 16th day of January 2003, by Kevin R. Kelly, as Senior Vice President of Bank of America, N.A., on behalf of such bank.



Sandra L. Holstein
Notary Public in and for the State of CALIFORNIA

My commission expires: April 17, 2006