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2003 OCT

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

1. Name of conveying party(ies): 10/8/03
MEDPOINTE INC.;
MCC ACQUISITION SUB CORPORATION; and
MCC MERGER SUB CORPORATION

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

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

2. Name and address of receiving party(ies):
Name: LEHMAN COMMERCIAL PAPER, INC.
Internal _____
Address: _____
Street Address: 101 Hudson Street, 31st Floor
City: Jersey City State: NJ Zip: 07302

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

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 No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 23, 2003

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

B. Trademark Registration No.(s)
2,543,490 and 2,200,939

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Roxanne E. Christ, Esq.
Internal Address: Latham & Watkins LLP

Street Address: 633 West Fifth Street, Suite 4000

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved:..... 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number
500524 (For additional fees, if any)

(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.

Patricia A. Conner *Patricia A. Conner* October 8, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

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

10/14/2003 E200PER 00000002 2343430
01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

TRADEMARK SECURITY SUPPLEMENT

~~August 23~~ ^{SEPTEMBER} This TRADEMARK SECURITY SUPPLEMENT (this "Trademark Supplement") is dated as of August 23, 2003, and entered into by and among MEDPOINTE INC., a Delaware corporation ("MedPointe"), THE CPI DEVELOPMENT CORPORATION (f/k/a MCC ACQUISITION SUB CORPORATION, a Delaware corporation) ("CPI"), and MEDPOINTE HEALTHCARE INC. (f/k/a CARTER-WALLACE, INC. f/k/a MCC MERGER SUB CORPORATION, a Delaware corporation) (the "Borrower" and, together with MedPointe and CPI, the "Grantors"), in favor of LEHMAN COMMERCIAL PAPER INC., in its capacity as Administrative Agent for the benefit of the Secured Parties (the "Administrative Agent") under that certain Credit Agreement, dated as of September 28, 2001, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Borrower, MedPointe, CPI, and other parties thereto, and that certain Guarantee and Collateral Agreement, dated September 28, 2001, among MedPointe, CPI and Borrower in favor of the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms not otherwise defined in this Trademark Supplement shall have the meanings ascribed to them in the Credit Agreement and Guarantee and Collateral Agreement.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Collateral, including Intellectual Property and General Intangibles, whether then owned or thereafter acquired by such Grantors, including After Acquired Intellectual Property;

WHEREAS, pursuant to the Credit Agreement, the Grantors have incurred Secured Obligations to the Secured Parties;

WHEREAS, the Grantors and the Secured Parties entered into the Guarantee and Collateral Agreement to secure the performance of the Secured Obligations of the Grantors now or hereafter existing under the Credit Agreement; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors and the Secured Parties contemplate that the list of Intellectual Property set forth in Schedule 5 thereto may be supplemented from time to time to include After Acquired Intellectual Property Collateral.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. TRADEMARK COLLATERAL SUPPLEMENT. The Grantors hereby acknowledge and confirm their grant of security interest under the Guarantee and Collateral Agreement in each of the Trademarks set forth in Schedule 5 to the Guarantee and Collateral Agreement, to secure performance and payment of the Obligations now or hereafter existing under the Credit Agreement and Guarantee and Collateral Agreement.
2. SUPPLEMENT TO SCHEDULE 5 TO GUARANTEE AND COLLATERAL AGREEMENT. The Grantors hereby acknowledge and agree that Schedule 5 to the Guarantee and Collateral Agreement effective as of the date hereof, is hereby supplemented to add those additional Trademarks set forth on Exhibit A to this Trademark Security Supplement.

3. EXECUTION. Delivery of an executed counterpart of a signature to this Trademark Security Supplement by facsimile shall constitute delivery of a manually executed counterpart of this Trademark Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Supplement to be duly executed and delivered by their respective officers thereunder duly authorized officer as of the date first set forth above.

MEDPOINTE INC.

By: Paul S. Herendeen
Name: Paul S. Herendeen
Title: EVP AND CHIEF FINANCIAL OFFICER

**THE CPI DEVELOPMENT CORPORATION (f/k/a
MCC ACQUISITION SUB CORPORATION)**

By: Paul S. Herendeen
Name: Paul S. Herendeen
Title: EVP AND CHIEF FINANCIAL OFFICER

**MEDPOINTE HEALTHCARE INC. (f/k/a
CARTER-WALLACE, INC. f/k/a
MCC MERGER SUB CORPORATION)**

By: Paul S. Herendeen
Name: Paul S. Herendeen
Title: EVP AND CHIEF FINANCIAL OFFICER

ACCEPTED AND ACKNOWLEDGED BY:

LEHMAN COMMERCIAL PAPER INC.

By: _____
Name: _____
Title: _____

3. **EXECUTION.** Delivery of an executed counterpart of a signature to this Trademark Security Supplement by facsimile shall constitute delivery of a manually executed counterpart of this Trademark Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Supplement to be duly executed and delivered by their respective officers thereunder duly authorized officer as of the date first set forth above.

MEDPOINTE INC.

By: _____
Name: Paul S. Herendeen
Title: _____

**THE CPI DEVELOPMENT CORPORATION (f/k/a
MCC ACQUISITION SUB CORPORATION)**

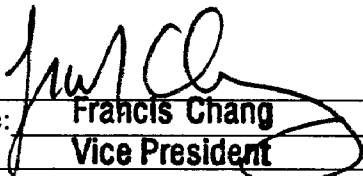
By: _____
Name: Paul S. Herendeen
Title: _____

**MEDPOINTE HEALTHCARE INC. (f/k/a
CARTER-WALLACE, INC. f/k/a
MCC MERGER SUB CORPORATION)**

By: _____
Name: Paul S. Herendeen
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

LEHMAN COMMERCIAL PAPER INC.

By: 
Name: Francis Chang
Title: Vice President

NOTARIAL ACKNOWLEDGMENT
FOR MEDPOINTE INC.

STATE OF New Jersey)
)
COUNTY OF Somerset)

S.S.

On Sept. 23, 2003, before me, Adrienne N. Foster, Notary Public, personally appeared **PAUL S. HERENDEEN**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity for MEDPOINTE INC., and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Adrienne N. Foster
SIGNATURE OF NOTARY PUBLIC
Printed Name: Adrienne N. Foster

(Seal)

NOTARIAL ACKNOWLEDGMENT
FOR THE CPI DEVELOPMENT CORPORATION
f/k/a MCC ACQUISITION SUB CORPORATION

STATE OF New Jersey)
)
COUNTY OF Somerset)

S.S.

On Sept 23, 2003, before me, Adrienne N. Foster, Notary Public, personally appeared **PAUL S. HERENDEEN**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity for **THE CPI DEVELOPMENT CORPORATION (f/k/a MCC ACQUISITION SUB CORPORATION)**, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Adrienne N. Foster
SIGNATURE OF NOTARY PUBLIC
Printed Name: Adrienne N. Foster

(Seal)

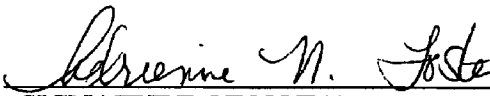
NOTARIAL ACKNOWLEDGMENT
FOR MEDPOINTE HEALTHCARE INC.
(f/k/a CARTER-WALLACE, INC.
f/k/a MCC MERGER SUB CORPORATION)

STATE OF New Jersey)
))
COUNTY OF Somerset)

S.S.

On Sept. 23, 2003, before me, Adrienne N. Foster, Notary Public, personally appeared **PAUL S. HERENDEEN**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity for MEDPOINTE HEALTHCARE INC. (f/k/a CARTER-WALLACE, INC. f/k/a MCC MERGER SUB CORPORATION), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



SIGNATURE OF NOTARY PUBLIC
Printed Name: Adrienne N. Foster

(Seal)

SCHEDULE A
to
TRADEMARK SECURITY SUPPLEMENT

NEWLY ACQUIRED TRADEMARK REGISTRATIONS
PURCHASED BY GRANTOR

U.S. TRADEMARK REGISTRATIONS

<i>Trademark</i>	<i>Registration No.</i>	<i>Date Issued</i>	<i>Class/Goods</i>
OPTILAST	2,200,939	November 3, 1998	5/Ophthalmological preparations for the treatment of allergy
OPTIVAR	2,543,490	February 26, 2002	5/Pharmaceutical preparation, namely ophthalmic eye drops

CANADIAN TRADEMARK APPLICATIONS

<i>Trademark</i>	<i>Application No.</i>	<i>Date Filed</i>	<i>Class/Goods</i>
OPTIVAR	1101656	April 30, 2001	5/Ophthalmological preparations for the treatment of allergy
OPTILAST	1161378	December 11, 2002	5/Ophthalmological preparations for the treatment of allergy
OPTIVAR	0830248	November 28, 1996	5/Ophthalmological preparations for the treatment of allergy