

10-17-2003

007

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



102577115

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): INNOVEX, L.P.

10.3.03

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

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

2. Name and address of receiving party(ies)

Name: Citicorp North America Internal Address: as Collateral Agent Street Address: 390 Greenwich Street City: New York State: NY Zip: 10013

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York Banking Corporation 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 Trademark Security Agreement

Execution Date: 09/25/2003

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

A. Trademark Application No.(s) SEE SCHEDULE A

B. Trademark Registration No.(s) SEE SCHEDULE A

Additional number(s) attached Yes No

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

Name: Tonya Chapple

Internal Address: 810 CSC

Street Address: 80 State St.

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

10/16/2003 DBYRNE 00000145 2269689

DO NOT USE THIS SPACE

9. Signature. 40.00 OP 75.00 OP

James P. Murphy Name of Person Signing

James P. Murphy Signature

September 29, 2003

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

**Schedule A**

**INNOVEX L.P.**

**UNITED STATES TRADEMARK APPLICATION AND REGISTRATIONS**

**REGISTRATIONS:**

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>EXP DATE</u>	<u>DESCRIPTION</u>
Innovex L.P.	2,269,689	8/10/99	8/10/09	BEANSPROUT NETWORKS
Innovex L.P.	2,224,711	2/16/99	2/16/09	BEANSPROUT
Innovex L.P.	2,748,609	8/5/03	8/5/13	MDUNITS

**APPLICATION:**

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>	<u>EXPIRATION DATE</u>	<u>DESCRIPTION</u>
Innovex L.P.	78-017,848	7/21/00	N/A	MDPOINTS

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 25, 2003, by and between INNOVEX L.P., a New Jersey limited partnership, (the "Grantor"), and CITICORP NORTH AMERICA, INC., in its capacity as collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Security Agreement.

WHEREAS, the Grantor has, pursuant to that certain security agreement dated as of September 25, 2003 (the "Security Agreement"), granted to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of the right, title and interest of Grantor, in, to and under the Collateral, including with respect thereto, the Trademarks, as collateral security for the payment and performance in full when due of the Obligations; and

WHEREAS, the Grantor and the Collateral Agent wish to further memorialize the security interest described above as it relates to the registered and pending U.S. federal Trademarks identified in Schedule A, attached hereto, and incorporated herein by this reference.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Collateral Agent a security interest in and lien on in all of its right, title and interest in the Trademarks identified in Schedule A attached hereto, as collateral security for the payment and performance in full when due of the Obligations. The Grantor and the Collateral Agent hereby acknowledge and agree that the security interest in the Trademarks identified in the attached Schedule A is not to be construed as an assignment of any such Trademark.

*(Signature page follows)*

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security

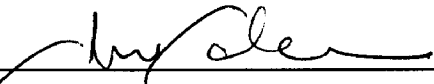
Agreement as an instrument as of the date first written above.

INNOVEX L.P.

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed:

CITICORP NORTH AMERICA, INC.

By:  \_\_\_\_\_  
Name: Andrew Robinson  
Title: Vice President

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security

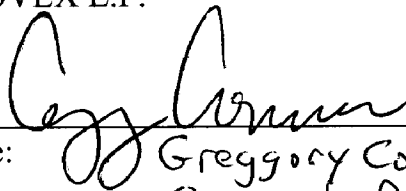
Agreement as an instrument as of the date first written above.

INNOVEX L.P.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Gregory Connors

General Partner

Acknowledged and Agreed:

CITICORP NORTH AMERICA, INC.

By: \_\_\_\_\_

Name:

Title:



**Schedule A**

**INNOVEX L.P.**

**UNITED STATES TRADEMARK APPLICATION AND REGISTRATIONS**

**REGISTRATIONS:**

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>EXP DATE</u>	<u>DESCRIPTION</u>
Innovex L.P.	2,269,689	8/10/99	8/10/09	BEANSPROUT NETWORKS
Innovex L.P.	2,224,711	2/16/99	2/16/09	BEANSPROUT
Innovex L.P.	2,748,609	8/5/03	8/5/13	MDUNITS

**APPLICATION:**

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>	<u>EXPIRATION DATE</u>	<u>DESCRIPTION</u>
Innovex L.P.	78-017,848	7/21/00	N/A	MDPOINTS