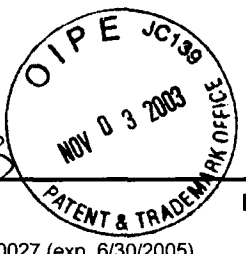


11-303



11-06-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDED TRADEMARK



102594403

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):
Medaes, Inc.

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: Massachusetts Mutual Life Insurance Company
Internal
Address: c/o David L. Babson & Company, Inc.

Street Address: 1500 Main Street, Suite 2800
City: Springfield State: MA Zip: 01115

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Massachusetts Mutual Insurance Company

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: 10/23/2003

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

B. Trademark Registration No.(s) _____
See Attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Nicole M. Pappa
 Internal Address: Bingham McCutchen LLP

 Street Address: One State Street

 City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

11/05/2003 BY FAX 0000044 2077616

01 FC:8521 40.00 00
02 FC:8522 175.00 00

DO NOT USE THIS SPACE

9. Signature. Nicole M. Pappa 10/31/2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 33

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

TRADEMARK REEL: 002857 FRAME: 0468

CONTINUATION OF RECORDATION FORM COVER SHEET

2. Name and address of receiving party(ies)

Name: MassMutual Corporate Investors
Internal address: c/o David L. Babson and Company Inc.
Street Address: 1500 Main Street, Suite 2800
City: Springfield State: MA Zip: 01115

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Massachusetts Business Trust _____

Name: MassMutual Participation Investors
Internal address: c/o David L. Babson and Company Inc.
Street Address: 1500 Main Street, Suite 2800
City: Springfield State: MA Zip: 01115

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Massachusetts Business Trust _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document form assignment)

Additional name(s) & address(es) attached? Yes No

Name: C.M. Life Insurance Company

Internal address: c/o David L. Babson and Company Inc.

Street Address: 1500 Main Street, Suite 2800

City: Springfield State: MA Zip: 01115

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document form assignment)

Additional name(s) & address(es) attached? Yes No

Trademark Registration No.(s)

2079616

2361330

989987

2439283

2044461

1602082

2670060

2084388

TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT

Dated as of October 23, 2003

between

MEDAES, INC.

and

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
MASSMUTUAL PARTICIPATION INVESTORS
MASSMUTUAL CORPORATE INVESTORS
C.M. LIFE INSURANCE COMPANY

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**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of October 23, 2003, between **MEDAES, INC.**, a Georgia corporation (together with its successors and assigns, the “**Assignor**”), and **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, MASSMUTUAL PARTICIPATION INVESTORS, MASSMUTUAL CORPORATE INVESTORS** and **C.M. LIFE INSURANCE COMPANY** (together with each other holder of a Secured Obligation (as hereinafter defined), the “**Secured Parties**” and individually a “**Secured Party**”).

WHEREAS, Beacon Holdings Corporation, a Delaware corporation (the “**Holding Company**”) and Beacon Medical Products LLC, a Delaware limited liability company (the “**Operating Company**”, and together with the Holding Company, collectively, the “**Issuers**”), have entered into a Note and Warrant Purchase Agreement dated as of April 9, 2002 (as amended by that certain Omnibus Amendment Agreement, dated as of October 23, 2003, and as may be further amended from time to time, the “**Note Purchase Agreement**”), and certain other Financing Documents (as defined therein) with each of the Secured Parties, pursuant to which the Secured Parties, subject to the terms and conditions contained therein, have extended or will extend certain financial accommodations to the Operating Company; and

WHEREAS, the obligations of the Issuers under the Note Purchase Agreement are guaranteed by the Assignor pursuant to that certain Unconditional Guaranty dated as of the date hereof (the “**Guaranty**”); and

WHEREAS, it is a condition precedent to the Secured Parties’ extending certain financial accommodations to the Operating Company under the Note Purchase Agreement and certain of the other Financing Documents that the Assignor execute and deliver to the Secured Parties a trademark agreement in substantially the form hereof; and

WHEREAS, the Assignor has executed and delivered to the Secured Parties a Security Agreement (the “**Security Agreement**”), pursuant to which the Assignor has granted to the Secured Parties a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

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

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Note Purchase Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. Has the meaning specified in Section 2.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or

under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Secured Parties to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Secured Parties, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in Section 9.5 of the Note Purchase Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Secured Parties a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Secured Parties. In addition, the Assignor has executed in blank and delivered to the Secured Parties an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "**Assignment of Marks**"). The Assignor hereby authorizes the Secured Parties to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Secured Parties' remedies under this Trademark Agreement and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Secured Parties the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Secured Parties at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Secured Parties) upon an Event of Default for which acceleration of the Notes is automatic under the Note Purchase Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Secured Parties or their respective nominees in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement the Assignor has granted to the Secured Parties a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Secured Parties in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Secured Parties in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Secured Parties in

and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Secured Parties in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Parties (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Secured Parties a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this Section 3; and (xi) except for the filing of financing

statements with the Secretary of State of the State of Georgia under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (B) for the perfection of or the exercise by the Secured Parties of any of their rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Assignor hereby grants to the Secured Parties and their respective employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto on reasonable notice and at reasonable times during regular business hours; *provided that*, in conducting such inspections, the Secured Parties will use their best efforts not to disturb unnecessarily the conduct of the Assignor's ordinary business operations.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Secured Parties' prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of the Assignor's business consistent with its past practices, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Secured Parties notice thereof in writing and execute and deliver to the Secured Parties such documents or instruments as the Secured Parties may reasonably request further to implement, preserve or evidence the Secured Parties' interest therein.

6.2. Amendment to Schedule. The Assignor authorizes the Secured Parties to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold the Secured Parties harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Secured Parties in connection with the Secured Parties' interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel reasonably acceptable to the Secured Parties.

7.2. Assignor's Duties, etc. The Assignor shall have the right and the duty, to the extent desirable in the normal conduct of the Assignor's business and consistent with the Assignor's current business practices, through trademark counsel reasonably acceptable to the Secured Parties, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Secured Parties, which consent shall not be unreasonably withheld.

7.3. Assignor's Enforcement Rights. The Assignor shall have the right and the duty, to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights to the extent desirable in the normal conduct of the Assignor's business and consistent with the Assignor's current business practices. The Assignor may require the Secured Parties to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Secured Parties are completely satisfied that such joinder will not subject the Secured Parties to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Secured Parties for all damages, costs and expenses, including legal fees, incurred by the Secured Parties pursuant to this Section 7.3.

7.4. Protection of Trademarks, etc. In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Secured Parties in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Secured Parties to dispose of any of the Pledged Trademarks or the rights and remedies of the Secured Parties in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Secured Parties shall have, in addition to all other rights and remedies given them by this Trademark Agreement (including, without limitation, those set forth in Section 2.2), the Note Purchase Agreement, the Security Agreement and the other Financing Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Secured Parties may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Secured Parties in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition.

At any such sale or other disposition, the Secured Parties may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Secured Parties, in their own name or that of the Assignor (in the sole discretion of the Secured Parties), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Secured Parties for any cost or expense incurred by the Secured Parties in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Secured Parties (and any officer or agent of the Secured Parties as the Secured Parties may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Secured Parties to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Secured Parties to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Secured Parties under this power of attorney (except for the Secured Parties' gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Secured Parties may request or as may be necessary or appropriate

in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Secured Parties the grant, perfection and priority of the Secured Parties' security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Secured Parties pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignor and the Secured Parties, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Parties, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, but subject to Section 10.6 of the Note Purchase Agreement, including the reasonable attorneys' fees and expenses incurred by the Secured Parties in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear,

whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Note Purchase Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SECURED PARTIES ASSUME NO LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE SECURED PARTIES WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All communications under this Agreement shall be in writing and shall be made to the Secured Parties and the Assignor at the respective addresses (or such other address that any party hereto may specify in a written notice delivered to each of the other parties hereto) and in the manner provided in the Guaranty.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Secured Parties and the Assignor, except as provided in Section 6.2 hereof. The Secured Parties shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Secured Parties. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK 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 NEW YORK. The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York 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 the Assignor

by mail at the address specified in Section 17. The Assignor 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.

20. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Secured Parties nor any representative, agent or attorney of the Secured Parties has represented, expressly or otherwise, that the Secured Parties would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Note Purchase Agreement and the other Financing Documents to which any Secured Party is a party, the Secured Parties are relying upon, among other things, the waivers and certifications contained in this Section 20.

21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Note Purchase Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Note Purchase Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the date first above written.

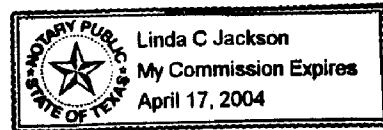
MEDAES, INC.

By: *William K. Bixby*
Name: Wm K. Bixby
Title: Chairman and Chief Executive officer

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 20th day of October, 2003, personally appeared WILLIAM K. BIXBY to me known personally, and who, being by me duly sworn, deposes and says that s/he is the CHAIRMAN + CEO of Medaes, Inc., a Georgia corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Chairman + CEO acknowledged said instrument to be the free act and deed of said corporation.

Linda C. Jackson
Notary Public
Name: LINDA C. JACKSON
My commission expires: April 17, 2004



**MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY**

By: David L. Babson & Company Inc., as
Investment Adviser

By: Robert M. Shettle

Name:

Title: Robert M. Shettle
Managing Director

**MASSMUTUAL PARTICIPATION
INVESTORS**

By: Michael P. Hermsen

Name:

Title: Michael P. Hermsen
Vice President

The foregoing is executed on behalf of MassMutual Participation Investors, organized under a Declaration of Trust, dated April 7, 1988, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

**MASSMUTUAL CORPORATE
INVESTORS**

By: Michael P. Hermsen

Name:

Title: Michael P. Hermsen
Vice President

The foregoing is executed on behalf of MassMutual Corporate Investors, organized under a Declaration of Trust, dated September 13, 1985, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

C.M. LIFE INSURANCE COMPANY

By: David L. Babson & Company Inc., as
Investment Adviser

RS

By Robert M. Shettle
Name:
Title:

Robert M. Shettle
Managing Director

[Signature Page to Trademark Collateral Security and Pledge Agreement]

TRADEMARK
REEL: 002857 FRAME: 0489

SCHEDULE A

TRADEMARKS AND TRADEMARK REGISTRATIONS

United States Trademarks

Trademark or <u>Service Mark</u>	Registrations --	
	<u>Registration No.</u>	<u>Registration Date</u>
ANTI-PASTA	2079616	July 15, 1997
DIAMOND	2361330	June 27, 2000
DIAMOND II	989987	August 6, 1974
DIAMONDCARE	2439283	March 27, 2001
MEDAES	2044461	March 11, 1997
MEDPLUS (stylized)	1602082	June 19, 1990
MEDPLUS TOTALALERT	2670060	December 31, 2002
RELIISYS	2084388	July 29, 1997

No pending US applications

Foreign Trademarks

TRADEMARK	COUNTRY	STATUS	REGISTRATION NUMBER/DATE
DIAMOND	Indonesia	Registered	454036/Oct. 4, 2000
DIAMOND	New Zealand	Registered	301455/Nov. 12, 1999
DIAMONDCARE	Australia	Registered	810885/July 5, 2001
DIAMONDCARE	Brazil	Published	
DIAMONDCARE	Korea, Republic of	Registered	492636/May 7, 2001
DIAMONDCARE	Mexico	Registered	683458/Jan. 25, 2001
DIAMONDCARE	Philippines	Filed	
DIAMONDCARE	Taiwan	Registered	950235/July 16, 2001
DIAMONDCARE	Thailand	Registered	K129203/May 16, 2000
MEDAES	Argentina	Registered	1795476/May 31, 2000
MEDAES	Argentina	Registered	1795477/May 31, 2000
MEDAES	Argentina	Registered	1795478/May 31, 2000
MEDAES	Argentina	Registered	1795475/May 31, 2000
MEDAES	Australia	Registered	765423/Oct. 6, 1999
MEDAES	Bangladesh	Filed	
MEDAES	Brazil	Published	
MEDAES	Canada	Registered	TMA536680/Nov. 6, 2000
MEDAES	Chile	Published	
MEDAES	China	Registered	1436299/Aug. 20, 2000
MEDAES	Cyprus, Republic of	Filed	
MEDAES	European Community	Registered	000845081/3/6/2002
MEDAES	Hong Kong	Registered	08483/June 1, 1998
MEDAES	Hong Kong	Registered	06350/May 4, 1999
MEDAES	Hong Kong	Registered	14374/Aug. 18, 1999
MEDAES	India	Filed	
MEDAES	Kenya	Registered	47852/June 5, 2001
MEDAES	Korea, Republic of	Registered	0454555/Sept. 10, 1998
MEDAES	Malaysia	Registered	98006655/June 1, 1998
MEDAES	Mexico	Registered	613768/June 17, 1999
MEDAES	New Zealand	Registered	293219/Apr. 19, 1999
MEDAES	Panama	Registered	94627/June 30, 1998
MEDAES	Singapore	Published	
MEDAES	Taiwan	Registered	879651/Jan. 15, 2000
MEDAES	Uruguay	Registered	304277/Oct. 9, 1998
MEDPLUS	Australia	Registered	888255/Feb. 5, 2002

Schedule A-2

TRADEMARK
REEL: 002857 FRAME: 0491

TRADEMARK	COUNTRY	STATUS	REGISTRATION NUMBER/DATE
TOTALALERT			
MEDPLUS TOTALALERT ¹	European Community	Published	
MEDPLUS TOTALALERT	Hong Kong	Filed	
MEDPLUS TOTALALERT	Korea, Republic of	Registered	538868/Jan. 8, 2003
MEDPLUS TOTALALERT	Mexico	Registered	729633/Dec. 18, 2001
MEDPLUS TOTALALERT	Singapore	Filed	
MEDPLUS TOTALALERT	Taiwan	Published	

¹ An opposition has been filed with respect to this Trademark. The opposing party is IMF Health GMBH & Company, which seeks clear evidence that the mark has been used in Europe.

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, MEDAES, INC. a corporation organized and existing under the laws of the State of Georgia, (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, a Mutual Life Insurance Company under charter of the Commonwealth of Massachusetts; **MASSMUTUAL PARTICIPATION INVESTORS**, a Massachusetts Business Trust organized under a Declaration of Trust dated April 7, 1988, as amended from time to time; **MASSMUTUAL CORPORATE INVESTORS**, a Massachusetts Business Trust organized under a Declaration of Trust dated September 13, 1985, and **C.M. LIFE INSURANCE COMPANY**, a Mutual Life Insurance Company under charter of the Commonwealth of Massachusetts, each having a place of business at c/o David L. Babson & Company Inc., 1500 Main Street, Suite 2800, Springfield, MA 01115 (collectively, the "Assignee"), are desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

Exhibit 1-1

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ___ day of _____, 20____.

**MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY**

By: David L. Babson & Company Inc., as
Investment Adviser

By _____

Name:

Title:

Exhibit 1-3

**MASSMUTUAL PARTICIPATION
INVESTORS**

By _____

Name:

Title:

The foregoing is executed on behalf of MassMutual Participation Investors, organized under a Declaration of Trust, dated April 7, 1988, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

**MASSMUTUAL CORPORATE
INVESTORS**

By _____

Name:

Title:

The foregoing is executed on behalf of MassMutual Corporate Investors, organized under a Declaration of Trust, dated September 13, 1985, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

Exhibit 1-4

C.M. LIFE INSURANCE COMPANY
By: David L. Babson & Company Inc., as
Investment Adviser

By _____
Name:
Title:

Exhibit 1-5

TDOCS:1563212.4

TRADEMARK
REEL: 002857 FRAME: 0497

ANNEX

TRADEMARKS AND TRADEMARK REGISTRATIONS

United States Trademarks

<u>Trademark</u> or <u>Service Mark</u>	Registrations --	
	<u>United States Patent and Trademark Office</u> <u>Registration No.</u>	<u>Registration Date</u>
ANTI-PASTA	2079616	July 15, 1997
DIAMOND	2361330	June 27, 2000
DIAMOND II	989987	August 6, 1974
DIAMONDCARE	2439283	March 27, 2001
MEDAES	2044461	March 11, 1997
MEDPLUS (stylized)	1602082	June 19, 1990
MEDPLUS TOTALALERT	2670060	December 31, 2002
RELIISYS	2084388	July 29, 1997

No pending US applications

Exhibit 1-6

Foreign Trademarks

TRADEMARK	COUNTRY	STATUS	REGISTRATION NUMBER/DATE
DIAMOND	Indonesia	Registered	454036/Oct. 4, 2000
DIAMOND	New Zealand	Registered	301455/Nov. 12, 1999
DIAMONDCARE	Australia	Registered	810885/July 5, 2001
DIAMONDCARE	Brazil	Published	
DIAMONDCARE	Korea, Republic of	Registered	492636/May 7, 2001
DIAMONDCARE	Mexico	Registered	683458/Jan. 25, 2001
DIAMONDCARE	Philippines	Filed	
DIAMONDCARE	Taiwan	Registered	950235/July 16, 2001
DIAMONDCARE	Thailand	Registered	K129203/May 16, 2000
MEDAES	Argentina	Registered	1795476/May 31, 2000
MEDAES	Argentina	Registered	1795477/May 31, 2000
MEDAES	Argentina	Registered	1795478/May 31, 2000
MEDAES	Argentina	Registered	1795475/May 31, 2000
MEDAES	Australia	Registered	765423/Oct. 6, 1999
MEDAES	Bangladesh	Filed	
MEDAES	Brazil	Published	
MEDAES	Canada	Registered	TMA536680/Nov. 6, 2000
MEDAES	Chile	Published	
MEDAES	China	Registered	1436299/Aug. 20, 2000
MEDAES	Cyprus, Republic of	Filed	
MEDAES	European Community	Registered	000845081/3/6/2002
MEDAES	Hong Kong	Registered	08483/June 1, 1998
MEDAES	Hong Kong	Registered	06350/May 4, 1999
MEDAES	Hong Kong	Registered	14374/Aug. 18, 1999
MEDAES	India	Filed	
MEDAES	Kenya	Registered	47852/June 5, 2001
MEDAES	Korea, Republic of	Registered	0454555/Sept. 10, 1998
MEDAES	Malaysia	Registered	98006655/June 1, 1998
MEDAES	Mexico	Registered	613768/June 17, 1999
MEDAES	New Zealand	Registered	293219/Apr. 19, 1999
MEDAES	Panama	Registered	94627/June 30, 1998
MEDAES	Singapore	Published	
MEDAES	Taiwan	Registered	879651/Jan. 15, 2000
MEDAES	Uruguay	Registered	304277/Oct. 9, 1998
MEDPLUS	Australia	Registered	888255/Feb. 5, 2002

Exhibit 1-7

TRADEMARK	COUNTRY	STATUS	REGISTRATION NUMBER/DATE
TOTALALERT			
MEDPLUS TOTALALERT ¹	European Community	Published	
MEDPLUS TOTALALERT	Hong Kong	Filed	
MEDPLUS TOTALALERT	Korea, Republic of	Registered	538868/Jan. 8, 2003
MEDPLUS TOTALALERT	Mexico	Registered	729633/Dec. 18, 2001
MEDPLUS TOTALALERT	Singapore	Filed	
MEDPLUS TOTALALERT	Taiwan	Published	

¹ An opposition has been filed with respect to this Trademark. The opposing party is IMF Health GMBH & Company, which seeks clear evidence that the mark has been used in Europe.

Exhibit 1-8