

4/5/04

RECORD
TR

04-07-2004



102716448

original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

OFFICE OF PUBLIC RECORDS

Name of conveying party(ies): 2004 APR -5 AM 9:54

SMR EAC, INC.

FINANCE SECTION

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

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

Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 12, 2004

2. Name and address of receiving party(ies)

Name: GE HES Holdings, Inc.

Internal Address: _____

Street Address: 500 W. Monroe St.

City: Chicago State: IL ZIP: 60661

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

04/06/2004 6TON11 00000009 1841102

01 FC:8521
02 FC:8522

40.00 DP
125.00 DP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

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.

Laura Konrath

Name of Person Signing

Laura Konrath
Signature

3/31/04
Date




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

Mail documents to be recorded with required cover sheet information to:

Continuation
Item 7

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
BANYAN TREE	1841102	21-Jun-1994
	2178067	04-Aug-1998
(ENVISION LOGO)		
ENVISION MANAGEMENT CORPORATION	2303165	28-Dec-1999
	2196717	13-Oct-1998
PEOPLESTAR		
		
THERAPIST OWNED-THE REHABILITATION SEAL of EXCELLENCE Plus Design	1982362	25-Jun-1996
TREE Design	1980936	18-Jun-1996

PEOP

6

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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**TRADEMARK SECURITY AGREEMENT
(SUBSIDIARY)**

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 12th day of March, 2004 by SMR EAC, INC., a New York corporation ("Grantor"), in favor of GE HFS HOLDINGS, INC., a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Benchmark Medical Holdings, Inc., a Delaware corporation ("Borrower"), Grantee and Lenders are parties to a certain Second Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, Grantor is a direct wholly-owned Subsidiary of Borrower and has guaranteed Borrower's obligations under the Credit Agreement pursuant to the terms of that certain Subsidiary Guaranty dated as of January 8, 2001; and

WHEREAS, pursuant to the terms of the Subsidiary Security Agreement dated as of January 8, 2001 between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Secured Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing

security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, if any, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Secured Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark (other than licenses entered into in connection with marketing promotion and distribution arrangements entered into in the ordinary course of Grantor's business), and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement, provided that Grantor may, in the ordinary course of its business, abandon Trademarks which it no longer uses.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as

Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 6.

7. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Secured Obligations shall have been paid in full and the Credit Agreement has been terminated at which time the power of attorney is released automatically. After the occurrence and continuation of an Event of Default, Grantor hereby further acknowledges and agrees that the Grantee shall have all rights of Grantor in and to the use of the Trademarks, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

[signature page follows]

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

SMR EAC, INC.

By: *Dennis Fitzgerald*
Its: *Vice President*

Agreed and Accepted
As of the Date First Written Above

GE HFS HOLDINGS, INC., as Agent

By: _____
Its: _____


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

SMR EAC, INC.

By: _____
Its: _____



Agreed and Accepted
As of the Date First Written Above

GE HFS HOLDINGS, INC., as Agent

By: 
Its: Duly Authorized Signatory

SCHEDULE A

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PEOPLESTAR

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