

07-26-2005



RECOF  
TR. 103047552  
MARKS ONLY

7/25/05

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents for the new address(es) below.

1. Name of conveying party(ies):

PHARMACEUTICAL CARE NETWORK

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

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s)

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: J.P. MORGAN CHASE, N.A., as  
Internal Administrative Agent

Address:

Street Address: 395 North Service Rd

City: Melville

State: New York

Country: USA Zip: 11747

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other National Banking Association

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Lyle Mahler, Esq.

Internal Address: c/o Farrell Fritz, P.C.

Street Address: EAB PLAZA  
WEST TOWER

City: Uniondale

State: NEW YORK Zip: 11556

Phone Number: 516-227-0784

Fax Number:

Email Address: LMAHLER@farrellfritz.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

*Lyle Mahler*  
Signature

7/20/05  
Date

Name of Person Signing

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

RECEIVED  
2005 JUL 25 PM 3:15  
ASSIGNMENT DIV

40.00 DP  
150.00 DP

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

07/26/2005 JTB/BN2 2283403  
01 FC:6521  
02 FC:6522

**TRADEMARK SECURITY AGREEMENT  
FOR RECORDATION**

**WHEREAS, PHARMACEUTICAL CARE NETWORK**, a California corporation (the "Company"), having its principal place of business at 26 Harbor Park Drive, Port Washington, New York 11050 is the owner of all right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto;

**WHEREAS**, pursuant to the terms and conditions of the Trademark Security Agreement dated as of March 17, 2005 (the "Trademark Agreement") made by Company in favor of **JPMORGAN CHASE BANK, N.A.**, a national banking association ("Secured Party"), the Company is required to grant a security interest in, and lien on, said trademarks to secure the obligations of the Company under a Guaranty, dated the date hereof made by the Company in favor of the Secured Party (the obligations of the Company under such guaranty is hereinafter referred to as the "Guaranty Obligations");


**WHEREAS**, Company is willing to grant to Secured Party the security interest in and lien on the trademarks described above.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark Agreement, the Company hereby grants to Secured Party a security interest in, and a lien upon, the trademarks set forth in Schedule A attached hereto and recordings and applications therefor, which assignment and security interest shall secure all the Guaranty Obligations and in accordance with the terms and provisions thereof.

The Company expressly acknowledges and affirms that the rights and remedies of the Secured Party with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.


Melville, New York  
March 17, 2005

**PHARMACEUTICAL CARE NETWORK**

By:   
Name: STUART FLEISCHER  
Title: CFO & TREASURER

STATE OF NEW YORK     )  
  )SS.:  
COUNTY OF SUFFOLK    )

On the 17<sup>th</sup> day of March, in the year 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared STUART FLEISCHER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
**CATHLEEN McGLYNN**  
Notary Public, State of New York  
No. 01MC5068170  
Qualified in Nassau County  
Commission Expires October 28, 2006

Schedule A

Registered and Pending U.S. Trademarks

Ref. No.	Trademark/Service Mark	Reg. No./Ser. No.	Reg./File Date
	MedIntelligence (words) registered.	2283003	10/5/1999
PCN -TM	Prescriber Advisor(words) registered.	2890492	9/28/2004
PCN-SM	Prescriber Advisor (words) registered.	2890493	9/28/2004
PCN	Securenet (words) pending.	78459248	7/29/2004
PCN-SM	Pharmassist (words) pending.	78503048	10/20/2004
PCN	PCN - Pharmaceutical Care Network (words and drawing) registered.	1761631	3/30/1993