

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oncology Therapeutics Network Joint Venture, L.P.		08/17/2007	LIMITED PARTNERSHIP: DELAWARE
OTN Generics, Inc.		08/17/2007	CORPORATION: DELAWARE
Onmark, Inc.		08/17/2007	CORPORATION: DELAWARE
IVPCare, Inc.		08/17/2007	CORPORATION: TEXAS
OTN Parent Corp.		08/17/2007	CORPORATION: DELAWARE
Oncology Therapeutics Network Corporation		08/17/2007	CORPORATION: DELAWARE
Oncology Holdings II, Inc.		08/17/2007	CORPORATION: DELAWARE
Pharmatech Business Services, Inc.		08/17/2007	CORPORATION: TEXAS
IVPCare Northeast, Inc.		08/17/2007	CORPORATION: DELAWARE
OTN Participant, Inc.		08/17/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2436807	LYNX
Registration Number:	2188494	LYNX
Registration Number:	2514160	LYNX FROM OTN
Registration Number:	2834500	LYNX2OTN
Registration Number:	2834501	LYNX2OTN

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Registration Number:	1693636	ONCOLOGY THERAPEUTICS NETWORK
Registration Number:	1692365	ONCOLOGY THERAPEUTICS NETWORK
Registration Number:	2766749	OTN ONCOLOGY THERAPEUTICS NETWORK
Registration Number:	2435029	
Registration Number:	2790256	IVPCARE
Registration Number:	3192213	LYNXPM
Registration Number:	3184619	ONMARK
Serial Number:	77017259	IVPCARE MANAGED CARE SERVICES
Serial Number:	77017735	IVPCARE MANAGED CARE SERVICES
Serial Number:	77017231	IVPCARE OTN SPECIALTY PHARMACY
Serial Number:	77017244	IVPCARE OTN SPECIALTY PHARMACY
Serial Number:	78828592	LYNX MOBILE
Serial Number:	78828599	LYNXPI
Serial Number:	78828616	LYNX PRACTICE INTELLIGENCE
Serial Number:	78828619	LYNX STATION
Serial Number:	77015779	LYNX TECHNOLOGIES
Serial Number:	77059671	LYNX TECHNOLOGIES
Serial Number:	78828580	LYNXEMR
Serial Number:	77208898	MAPP
Serial Number:	78818115	ONMARK REGIMEN PROFILER
Serial Number:	78828625	OTN
Serial Number:	78818136	OTN REGIMEN PROFILER
Serial Number:	77154607	PERFORM ADVOCATE
Serial Number:	77017253	PHARMATEC
Serial Number:	77017685	PHARMATEC HEALTH MANAGEMENT SOLUTIONS
Serial Number:	78719914	LYNX PRACTICE MANAGER

CORRESPONDENCE DATA

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2136836339
Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 45035.00252

NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	08/21/2007

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 17th day of August, 2007, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 17, 2007 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Oncology Holdings, Inc., a Delaware corporation ("Parent"), Oncology Therapeutics Network Joint Venture, L.P., a Delaware limited partnership ("OTN"), each of Parent's Subsidiaries party thereto from time to time as a "Borrower" (such Subsidiaries, together with OTN, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses relating to Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash or cash collateralization, in each case in accordance with the terms of the Credit Agreement, of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and

assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

ONCOLOGY THERAPEUTICS NETWORK JOINT VENTURE, L.P.

By: Oncology Therapeutics Network Corporation, its general partner

By: William Kushner
Name: William Kushner
Title: Secretary

OTN GENERICS, INC.

By: William Kushner
Name: William Kushner
Title: Secretary

ONMARK, INC.

By: William Kushner
Name: William Kushner
Title: Secretary

IVPCARE, INC.

By: William Kushner
Name: William Kushner
Title: Secretary

OTN PARTICIPANT, INC.

By: William Kushner
Name: William Kushner
Title: Secretary

OTN PARENT CORP.

By: William Kushner
Name: William Kushner
Title: Secretary

ONCOLOGY THERAPEUTICS NETWORK CORPORATION

By: William Kushner
Name: William Kushner
Title: Secretary

ONCOLOGY HOLDINGS II, INC.

By: William Kushner
Name: William Kushner
Title: Secretary

PHARMATECH BUSINESS SERVICES, INC.

By: William Kushner
Name: William Kushner
Title: Secretary

IVPCARE NORTHEAST, INC.

By: William Kushner
Name: William Kushner
Title: Secretary

AGENT:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____
Name:
Title:

OTN PARENT CORP.

By: _____
Name:
Title:

**ONCOLOGY THERAPEUTICS NETWORK
CORPORATION**

By: _____
Name:
Title:

ONCOLOGY HOLDINGS II, INC.

By: _____
Name:
Title:

PHARMATECH BUSINESS SERVICES, INC.

By: _____
Name:
Title:

IVPCARE NORTHEAST, INC.

By: _____
Name:
Title:

WELLS FARGO FOOTHILL, INC., as Agent

AGENT:

By: Kathy Pisko
Name: Kathy Pisko
Title: Senior Vice President

TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 003606 FRAME: 0251**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Country</u>	<u>Mark</u>	<u>Registrant</u>	<u>Reg. / App. No.</u>	<u>Reg./ App. Date</u>	<u>Class(es)</u>
U.S.A.	LYNX	Oncology Therapeutics Network Corporation ("OTNCorp")	2,436,807	3/20/2001	42
U.S.A.	LYNX	OTNCorp	2,188,494	9/8/1998	9
U.S.A.	LYNX FROM OTN Design	OTNCorp	2,514,160	12/4/2001	42
U.S.A.	LYNX2OTN	OTNCorp	2,834,500	4/20/2004	44
U.S.A.	LYNX2OTN & Design	OTNCorp	2,834,501	4/20/2004	44
U.S.A.	ONCOLOGY THERAPEUTICS NETWORK	OTNCorp	1,693,636	6/9/1992	42
U.S.A.	ONCOLOGY THERAPEUTICS NETWORK	OTNCorp	1,692,365	6/9/1992	5
U.S.A.	ONCOLOGY THERAPEUTICS NETWORK CORPORATION and Design	OTNCorp	2,766,749	9/23/2003	35
U.S.A.	Paw Print Design	OTNCorp	2,435,029	3/13/2001	35
U.S.A.	IVPCARE	ivpcare, inc.	2,790,256	12/9/2003	35 & 42
U.S.A.	LYNX PRACTICE MANAGER	OTNCorp	3,200,978	1/23/07	42
U.S.A.	LYNXPM	OTNCorp	3,192,213	1/2/07	42

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<u>Country</u>	<u>Mark</u>	<u>Registrant</u>	<u>Reg. / App. No.</u>	<u>Reg./ App. Date</u>	<u>Class(es)</u>
U.S.A.	ONMARK	OTNCorp	3,184,619	12/12/06	35

Pending Marks

<u>Country</u>	<u>Mark</u>	<u>Registrant</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Class(es)</u>
U.S.A.	IVPCARE MANAGED CARE SERVICES	OTNCorp	77/017259	10/9/06	35 & 36
U.S.A.	IVPCARE MANAGED CARE SERVICES & DESIGN	OTNCorp	77/017735	10/10/06	35 & 36
U.S.A.	IVPCARE OTN SPECIALTY PHARMACY & DESIGN	OTNCorp	77/017231	10/9/06	35 & 36 & 44
U.S.A.	IVPCARE OTN SPECIALTY PHARMACY	OTNCorp	77/017244	10/9/06	35 & 36 & 44
U.S.A.	IVPCARE REPRODUCTIVE HEALTH PHARMACY	OTNCorp	Not Yet Filed		
U.S.A.	OTN SPECIALTY PHARMACY	OTNCorp	Not Yet Filed		
U.S.A.	OTN SPECIALTY SERVICES	OTNCorp	Not Yet Filed		
U.S.A.	LYNX MOBILE	OTNCorp	78/828592	3/3/06	9
U.S.A.	LYNX PI	OTNCorp	78/828599	3/3/06	42
U.S.A.	LYNX PRACTICE INTELLIGENCE	OTNCorp	78/828616	3/3/06	42
U.S.A.	LYNX STATION	OTNCorp	78/828619	3/3/06	9

<u>Country</u>	<u>Mark</u>	<u>Registrant</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Class(es)</u>
U.S.A.	LYNX TECHNOLOGIES	OTNCorp	77/015779	10/6/06	9 & 42
U.S.A.	LYNX TECHNOLOGIES & Design	OTNCorp	77/059671	12/7/06	9 & 42
U.S.A.	LYNXEMR	OTNCorp	78/828580	3/3/06	42
U.S.A.	MAPP	OTNCorp	77-208898	6/18/07	44
U.S.A.	ONMARK REGIMEN PROFILER	OTNCorp	78/818115	2/17/06	42
U.S.A.	OTN	OTNCorp	78/828625	3/3/06	5, 9, 16, 35, 44
U.S.A.	OTN REGIMEN PROFILER	OTNCorp	78/818136	2/17/06	42
U.S.A.	PERFORM ADVOCATE	OTNCorp	77/154607	4/11/07	16
U.S.A.	PHARMATEC	OTNCorp	77/017253	10/9/06	35 & 42
U.S.A.	PHARMACEC HEALTH MANAGEMENT SOLUTIONS	OTNCorp	77/017685	10/10/06	35 & 42

Trade Names

Oncology Therapeutics Network
Oncology Therapeutics Network, J.V.
OTN
OTN JV
Oncology Therapeutics Network Corporation
Onmark
Onmark Services

OTN Specialty Services
OTN Generics
OTN Specialty Services
Ivpcare Reproductive Health Services
Novion

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None