

MPL REC
8-7-98

08-07-1998



SHEET

U.S. DEPARTMENT OF
Patent and Trademark

Tab settings

To the Honorable Commissioner of Patents

100787333

and original documents or copy thereof.

1. Name of conveying party(ies):
Dr. Leonard's Healthcare Corp.

- Individual(s)
- General Partnership
- Corporation-State (NJ)
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: July 31, 1998

2. Name and address of receiving party(ies)

Name: Antares Leveraged Capital Corp.

Internal Address: _____

Street Address: 311 S. Wacker Drive, Suite 2725

City: Chicago State: IL Zip: 60606

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

4. Application number(s) or trademark

A. Trademark Application No.(s)
See attached Schedule 1

B. Trademark Registration
See attached Schedule 1

Additional numbers attached? Yes No

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

Name: Nancy A. Butler

Internal Address: 16th Floor

Street Address: Katten Muchin & Zavis

525 W. Monroe

City: Chicago State IL ZIP: 6066

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number: _____

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

RECEIVED
AUG-7 1998
ASSIGNMENT

08/10/1998 DMGUYEN 00000016 1818850

DO NOT USE THIS SPACE

01 FC-481 40.00 OP

02 FC-442 75.00 OP

9. 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 of the original document.

Nancy A. Butler
Name of Person

Nancy Butler
Signature

8/3/98
Date

Total number of pages including cover sheet, attachments, and document: 5

U.S. TRADEMARK REGISTRATIONS

1. Registered marks

<u>Mark</u>	<u>Registration Number</u>		<u>Date</u>
Dr. Leonard's	1,818,850	U.S.	02/01/94
Dr. Leonard's Healthcare	Pending Applications 1,851,768	Canada U.S.	06/18/93 08/30/94
The Longevity Center	75/406,434	U.S.	12/17/97
The Research Journal for Health, Healing & Longevity	Pending (75/406,437)	U.S.	12/17/97

2. Claim of HWE, Inc. against Head to Toe in respect of the service mark "Head To Toe The Comfort Store" or described in the documents enumerated below (this mark was purchased by New HTT Group, LLC pursuant to the Asset Purchase Agreement dated June 15, 1998):

- (a) Letter dated January 21, 1997 from Isaacman, Kaufman & Painter, to Pennie & Edmonds, with attachment
- (b) Letter dated January 28, 1997 from Pennie & Edmonds to Isaacman, Kaufman & Painter
- (c) Letter dated February 26, 1997 from Pennie & Edmonds to Isaacman, Kaufman & Painter
- (d) Letter dated April 3, 1997 from Pennie & Edmonds to Stephen Brotman with attachment
- (e) Letter dated November 13, 1997 from Pennie & Edmonds to Stephen Brotman with attachment

TRADEMARK SECURITY AGREEMENT

WHEREAS, DR. LEONARD'S HEALTHCARE CORP., a New Jersey corporation ("Grantor"), is wholly owned subsidiary of Healthcare Direct, Inc., a Delaware corporation ("Borrower"); and

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Borrower has entered into that certain Credit Agreement dated as of July 31, 1998 (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Credit Agreement") with Antares Leveraged Capital Corp., as agent ("Agent") for the benefit of all lenders and individually as a lender (together with all other "Lenders" thereunder as defined therein, the "Lenders"), and the other Lenders parties thereto, providing for the Lenders to make available to the Borrower certain term and revolving credit facilities on the terms and conditions set forth therein; and

WHEREAS, Grantor will derive substantial benefit and advantage from the loans and other financial accommodations to Borrower as set forth in the Credit Agreement, and it will be to Grantor's direct interest and economic benefit to assist Borrower in procuring said loans and other financial accommodations from the Agent and the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 31, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all 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), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 31st day of July, 1998.

DR. LEONARD'S HEALTHCARE
CORP., a New Jersey corporation

By: 

Its: PRESIDENT & CEO

Acknowledged:

ANTARES LEVERAGED CAPITAL CORP.,
a Delaware corporation, as Agent

By: 

Name: TYNE LINDBLAD

Title: DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 31st day of July, 1998, before me personally appeared Stephen L. Brotman, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is Pres & CEO of DR. LEONARD'S HEALTHCARE CORP., a New Jersey corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Cheryl Blunt
Notary Public

{Seal}

My commission expires:

April 4, 2000

CHERYL BLUNT
NOTARY PUBLIC, State of New York
No. 41-492552
Qualified in Queens County
Certificate Filed in New York County
Commission Expires April 4, ~~1999~~ 2000