

05-04-2001

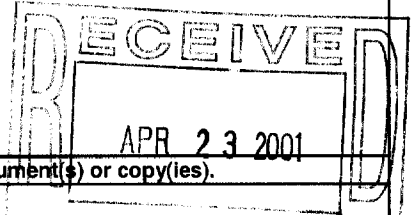
TRADEMARK

4/23/01



101702412

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
 - Security Agreement
 - Merger
 - Change of Name
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Day Year

- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name: Caremark RX, Inc. Execution Date: March 15, 2001

Formerly: _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization: Delaware

RECEIVING PARTY

Mark if additional names of receiving parties attached

Name: Lasalle Bank National Association

DBA/AKATA: _____

Composed of: _____

Address (line 1): 135 South Lasalle Street, Suite 1960

Address (line 2): _____

Address (line 3): Chicago Illinois 60603
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other: National Association

Citizenship/State of Incorporation/Organization: _____

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002288 FRAME: 0365

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

212-848-4882

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/798,145"/>	<input type="text" value="76/122,820"/>	<input type="text" value="75/356,937"/>	<input type="text" value="2,083,993"/>	<input type="text" value="1,710,028"/>	<input type="text" value="1,872,067"/>
<input type="text" value="75/890,770"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,418,096"/>	<input type="text" value="1,422,694"/>	<input type="text" value="1,419,957"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,418,581"/>	<input type="text" value="1,834,196"/>	<input type="text" value="1,861,147"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

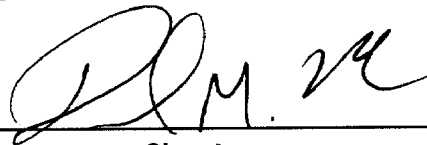
Yes No

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. Charges to deposit account are authorized, as indicated herein.

David M. Klein

Name of Person Signing



Signature

April 19, 2001

Date

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

RECEIVING PARTY

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (Line 1)

Address (Line 2)

Address (Line 3) City State/Country Zip Code

Individual General Partnership Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from the Assignment.)*

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	2,403,927	1,851,663	1,359,158
<input type="text"/>	<input type="text"/>	<input type="text"/>	2,366,300	2,295,375	1,796,372
<input type="text"/>	<input type="text"/>	<input type="text"/>	1,782,082	1,708,583	1,345,010
<input type="text"/>	<input type="text"/>	<input type="text"/>	1,928,935	2,311,216	1,209,221
<input type="text"/>	<input type="text"/>	<input type="text"/>	2,242,647	2,065,186	1,939,731
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Caremark Inc.

March 15, 2001

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization California

RECEIVING PARTY

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (Line 1)

Address (Line 2)

Address (Line 3) City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of March 15, 2001, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of LaSalle Bank National Association "*LaSalle*"), as Trustee (the "*Trustee*") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, each Grantor has executed and delivered that certain Pledge and Security Agreement dated as of March 15, 2001 made by the Grantors to the Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Trustee for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Trustee for the equal and ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States registered patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by such Grantor to the Trustee from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States registered trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Trustee from time to time) (the "*Trademarks*");

(iii) the United States registered copyrights, copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement

Supplements executed and delivered by such Grantor to the Trustee from time to time) (the “*Copyrights*”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures in the case of the Company, the payment of all obligations of the Company now or hereafter existing under the Debt Instruments and under any Hedge Agreement with a Hedge Bank permitted under the Credit Agreement, and, in the case of each other Grantor, the payment of all obligations of the Company now or hereafter existing under the Indenture and the payment of all obligations of such Grantor now or hereafter existing under the Guarantee, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

CAREMARK RX, INC.

By Peter J. Clemens, IV
Name:
Title:

CAREMARK INTERNATIONAL INC.

By Peter J. Clemens, IV
Name:
Title:

CAREMARK INC.

By Peter J. Clemens, IV
Name:
Title:

Address for Notices:
3000 Galleria Tower
Suite 1000
Birmingham, AL 35244
Telecopier No. (205) 733-9780
Attention: Peter J. Clemens IV

[ADD ACKNOWLEDGMENT FORM IF NEEDED]

U.S. TRADEMARKS

OWNER: Caremark Rx, Inc.

TRADEMARK	APPLICATION Number and Date	REGISTRATION Number/Date/Renewal
CAREMARK Rx Int. Cl. 36	75/798145 September 13, 1999	

OWNER: Caremark International Inc.

TRADEMARK	APPLICATION Number and Date	REGISTRATION Number/Date/Renewal
A BETTER WAY TO HEALTH Int. Cl. 42		2,083,993 July 29, 1997 8/15 after 7/29/2002
BELONGING Int. Cl. 16		1,710,028 August 25, 1992 Sec. 8/15 accepted Renew by 8/25/2002
CARE PATTERNS Int. Cl. 42		1,872,067 January 3, 1995 Renew by 1/3/05
CAREMARK Int. Cl. 5		1,418,096 November 25, 1986 Sec. 8/15 accepted Renew by 11/25/2006
CAREMARK Int. Cl. 10		1,422,694 December 30, 1986 Sec. 8/15 accepted Renew by 12/30/2006

TRADEMARK**APPLICATION
Number and Date****REGISTRATION
Number/Date/Renewal**

CAREMARK
Int. Cl. 16

1,419,957
December 9, 1986
Sec. 8/15 accepted
Renew by 12/9/2006

CAREMARK
Int. Cl. 36

1,418,581
November 25, 1986
Sec. 8/15 accepted
Renew by 11/25/2006

CAREMARK
Int. Cl. 35 & 42

1,834,196
May 3, 1994
8/15 accepted
Renew by 5/3/2004

CAREMARK
Int. Cl. 35, 36, 41 & 42

1,861,147
November 1, 1994
8/15 accepted
Renew by 11/1/2004

CAREMARK CONNECT
Int. Cl. 42

2,403,927
Nov. 14, 2000
8/15 after 11/14/2005

CAREMARK HELP & DESIGN

May 9, 2000

CAREMARK PS
Int. Cl. 35 & 36

1,851,663
August 30, 1994
Sec. 8/15 accepted
Renew by 8/30/2004

CARING FOR PEOPLE
Int. Cl. 16

1,359,158
September 10, 1985
Sec. 8/15 accepted
Renew by 9/10/2005

CAREPATTERNS
Int. Cl. 42

2,366,300
July 11, 2000
8/15 after 7/11/2005

CLINISCAN
Int. Cl. 42

2,295,375
Nov. 30, 1999
8/15 after 11/30/2004

TRADEMARK	APPLICATION Number and Date	REGISTRATION Number/Date/Renewal
FACTORMAN Inc. Cl. 16		1,796,372 October 5, 1993 Sec. 8/15 accepted Renew by 10/5/2003
FACTOR PACKER Int. Cl. 10		1,782,082 July 13, 1993 Sec. 8/15 accepted Renew by 7/13/2003
FACTORSCAN Int. Cl. 35		1,708,583 August 18, 1992 Sec. 8/15 accepted Renew by 8/18/2002
MCS & DESIGN Int. Cl. 36		1,345,010 June 25, 1985 Sec. 8/15 accepted Renew by 6/25/2005
MEDPARTNERS Class 35 [Owned by MedPartners, Inc.]		1,928,935 October 24, 1995 Renew by 10/24/2001 Will not renew
PEOPLESAFE Int. Cl. 9		2,311,216 January 25, 2000 Renew by 1/25/2006
RUNNING MAN DESIGN Int. Cl. 42		1,209,221 September 14, 1982 Sec. 8/15 accepted Renew by 9/14/2002
RX INSIGHTS Class 16	76/122820 September 6, 2000	
RX NAVIGATOR Int. Cl. 38	75/356937 September 15, 1997	
RX REQUEST Int. Cl. 42		2,242,647 May 4, 1999 8/15 after 5/4/2004

TRADEMARK**APPLICATION
Number and Date****REGISTRATION
Number/Date/Renewal**

SENIOR OPTIONS
Int. Cl. 42

2,065,186
May 27, 1997
8/15 after 5/27/2002

TRENDS Rx
Int. Cl. 16

75/890770
June 27, 2000

UNITED REHABILITATION
SERVICES
Int. Cl. 42

1,939,731
December 5, 1995
Renew on 12/5/2005