

01-10-2002



101939396

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1.400

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 License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other Trademark Collateral Agreement
- Effective Date
Month Day Year
12/27/01

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Critical Care Systems, Inc.

12/27/01

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 Harris Trust and Savings Bank, as Collateral Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 111 West Monroe Street

Address (line 2) _____

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

- Individual General Partnership Limited Partnership Corporation Association
 - Other Illinois banking corporation
 - Citizenship/State of Incorporation/Organization Illinois
- 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.)

01/09/2002
01 FC:481
02 FC:482

DBYRNE 00000091 2003791
40.00 DP
25.00 DP

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1) **Reedfax**

Address (line 2) **Crystal Plaza One**

Address (line 3) **Suite 1207**

Address (line 4) **2001 Jefferson Davis Hwy.**
Arlington, Virginia 22202

Correspondent Name and Address

Area Code and Telephone Number 312-843-3878

Name Elizabeth A. Szklarz

Address (line 1) Chapman and Cutler

Address (line 2) 111 West Monroe Street

Address (line 3) Chicago, Illinois 60603

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 5

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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
See Schedule A attached hereto and made a part hereof.					
<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"/>

Number of Properties

Enter the total number of properties involved. # 2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 65.00

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.

Elizabeth A. Szklarz
Name of Person Signing

Elizabeth A. Szklarz
Signature

12/31/01
Date Signed

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARKS

U.S. TRADEMARKS	REGISTRATION NUMBER	REGISTRATION DATE
Critical Care Systems	2,003,791 Serial No. 74/701,068	9/24/96

FOREIGN TRADEMARKS	REGISTRATION NUMBER	REGISTRATION DATE
	None	

PENDING TRADEMARK APPLICATIONS

Pending U.S. Trademarks	Serial Number	Filing Date
Infusion Care Systems	76/329,496	10/24/01

Pending Foreign Trademarks	Serial Number	Filing Date
	None	



TRADEMARK COLLATERAL AGREEMENT

This 27th day of December, 2001, CRITICAL CARE SYSTEMS, INC., a Delaware corporation ("*Debtor*") with its mailing address at 61 Spit Brook Road, Nashua, New Hampshire 03060, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns and pledges to Harris Trust and Savings Bank, an Illinois banking corporation, as collateral agent (in such capacity, the "*Collateral Agent*") for the Agent and the banks and other financial institutions (the "*Lenders*") from time to time parties to the Amended and Restated Credit Agreement dated as of December 27, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Debtor, the Lenders and Harris Trust and Savings Bank, as Agent, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 and its successors and assigns (Harris Trust and Savings Bank in its capacity as such collateral agent is referred to herein as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

- (i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and
- (ii) Each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and
- (iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or of any trademark licensed under a trademark license listed on Schedule A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all of the Obligations as set out in that certain Amended and Restated Security Agreement dated as of December 27, 2001, among the Debtor and the other parties from time to time named therein to the Secured Party (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the collateral assignment, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses 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.

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CRITICAL CARE SYSTEMS, INC.

By *Christopher J. York*
Its CEO

Christopher J. York
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK,
as Agent

By *Peter Krawchuk*
Its _____

Peter Krawchuk
Managing Director

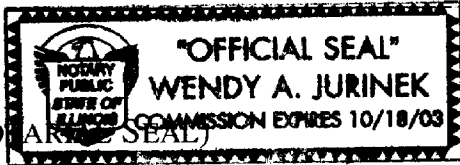
(Type or Print Name)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Managing Director

I, Wendy A. Jurinek, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter Krawchok, ~~Vice President~~ ^{Managing Director} of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ~~Vice President~~, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of December, 2001.



Wendy Jurinek
Notary Public

Wendy A. Jurinek
(Type or Print Name)

My Commission Expires:

October 18, 2003

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, WENDY A. JURINEK, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CHRISTOPHER YORIC, PRESIDENT, of Critical Care Systems, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day December, 2001.



Wendy A. Jurinek
Notary Public

Wendy A. Jurinek
(Type or Print Name)

My Commission Expires:

October 18, 2003