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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): GERI-CARE PRODUCTS, L.L.C.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other NEW JERSEY

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: SEPTEMBER 28, 2001

2. Name and address of receiving party(ies)

Name: FIRST UNION NATIONAL BANK Internal Address: WIDENER BUILDING

Street Address: 1339 CHESTNUT STREET, 4TH FLOOR City: PHILADELPHIA State: PA Zip: 19107

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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

US PATENT & TRADEMARK OFFICE RECEIVED JAN 10 A 9:57

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/251,293, 76/245,327

B. Trademark Registration No.(s) 1,152,279, 1,718,285, 1,490,764 1,372,654, 1,399,290, 1,537,181, 1,991,074

Additional number(s) attached Yes No

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

Name: TONYA CHAPPLE

Internal Address: C/O CSC

Street Address: 80 STATE STREET

City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$240.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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 copy of the original document.

TONYA CHAPPLE Name of Person Signing

Signature of Tonya Chapple

1-8-2002 Date

25

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

01/17/2002 BYRME 00000229 76251293

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 02 FC:482

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POWER OF ATTORNEY

GERI-CARE PRODUCTS, L.L.C. ("Grantor"), hereby authorizes FIRST UNION NATIONAL BANK, its successors and assigns, and any officer or Lender thereof (collectively, "Lender"), as Lender under the Loan and Security Agreement bearing even date herewith among Grantor and Lender (as it may have been and may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Credit Agreement"), as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to record its interest in any Trademarks (as defined in the Trademark Agreement) or Additional Trademarks (as defined in the Trademark Agreement) in the United States Patent and Trademark Office including, without limitation, the power to execute on behalf of Grantor a supplement to Trademark Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark assignment, in each case subject to the terms of the Trademark Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement.

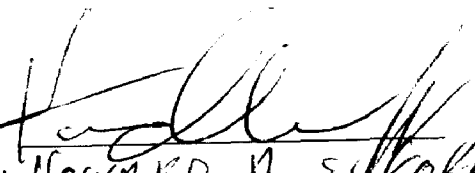
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Trademark Agreement, the Credit Agreement and the other Credit Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this 28 day of September, 2001.

GERI-CARE PRODUCTS, L.L.C.

76251293

By: 
Name: HOWARD A. SUKOFF
Title: GROUP MEMBER

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made as of the 28th day of September, 2001 by GERI-CARE PRODUCTS, L.L.C. ("Grantor"), having a mailing address at 252 Wagner Street, Middlesex, NJ 08846, and delivered to FIRST UNION NATIONAL BANK, having a mailing address at Widener Building, 1339 Chestnut Street, 4th Floor, Philadelphia, PA 19107-3579 ("Lender").

BACKGROUND

A. This Agreement is being executed in connection with that certain Loan and Security Agreement dated as of the date hereof among Grantor and Lender (as it may have been and may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Credit Agreement"), under which, inter alia, Grantor, as Borrower thereunder, is (i) granting Lender a lien on and security interest in the registered trademarks of Grantor and applications of Grantor for the registration thereof and in certain assets of Grantor associated with or relating to products leased or sold or services provided under the trademarks of Grantor and the goodwill associated therewith and represented thereby as security for the payment and performance of the Obligations (as defined in the Credit Agreement) of Grantor under the Credit Agreement, and under which Lender is entitled to foreclose or otherwise deal with such assets, trademarks, service marks and tradenames and applications for the registration of trademarks under the terms and conditions set forth therein and (ii) granting to Lender a license to use or dispose of (conditioned upon the occurrence and continuance of an Event of Default) such trademarks. Capitalized terms not defined herein shall have the meanings given to such terms in the Credit Agreement.

B. Grantor owns, has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks")

C. Grantor and Lender desire to have the security interest of Lender in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the payment and performance of all of the Obligations of Grantor under the Credit Agreement, Grantor grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Trademarks, together with all the goodwill of Grantor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits (collectively the "Collateral").

2. Grantor hereby covenants and agrees to maintain the Trademarks in full force and effect and otherwise perform all of its obligations and undertakings under this Agreement until all of the Obligations of Grantor are indefeasibly paid and satisfied in full and the Credit Agreement and the Revolving Credit Commitments have been terminated.

3. Grantor represents, warrants and covenants to Lender that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks is registered (or in the process of application for registration) and is valid and enforceable;

(c) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, claims, charges, encumbrances and licenses, including, without limitation, pledges, assignments, options, and covenants by Grantor not to sue third persons;

(d) Grantor has the full right, power and authority to enter into this Agreement and perform its terms;

(e) Grantor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks;

(f) Grantor has used and will continue to use for the duration of this Agreement consistent standards of quality in services or products leased or sold under the Trademarks, and hereby grants to Lender and its employees the right (with no obligation of any kind upon Lender to do so) to visit the business locations of Grantor and to inspect the use of the Trademarks and quality control records relating thereto during regular business hours to ensure the compliance of Grantor with this paragraph 3(f); and

(g) Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks.

4. Grantor further covenants that:

(a) Until all of the Obligations of Grantor have been indefeasibly paid and satisfied in full and the Credit Agreement and Revolving Credit Commitments have been terminated, Grantor will not enter into any agreement which is inconsistent with the obligations of Grantor under this Agreement, the Obligations of Grantor under the Credit Agreement or which may restrict or impair the rights or priorities of Lender hereunder.

(b) If Grantor acquires rights of ownership to any new trademarks not listed on **Schedule A** attached hereto (“Additional Trademarks”), then (i) the provisions of this Agreement shall be deemed to automatically apply thereto and such Additional Trademarks shall be deemed part of the Trademarks, (ii) Grantor shall give Lender written notice promptly upon its first use thereof, and (iii) Grantor shall promptly deliver to Lender with respect to such Additional

Trademarks a Supplement to Trademark Security Agreement in the form attached hereto as **Exhibit II**, duly completed and executed by Grantor and accompanied by a fully completed **Schedule A-1** with respect to such Additional Trademarks. Each such **Schedule A-1** attached to each such Supplement to Trademark Security Agreement shall be incorporated and become a part of **Schedule A** attached hereto and all references to Schedule A contained in this Agreement shall be deemed, for all purposes, to also include each such **Schedule A-1**.

5. So long as this Agreement is in effect and so long as Grantor has not received notice from Lender that an Event of Default has occurred and is continuing under the Credit Agreement and that Lender has elected to exercise its rights hereunder, (i) Grantor shall continue to have the right to use the Trademarks and (ii) Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Grantor agrees not to sell, grant any license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Lender or as may be expressly permitted under the Credit Agreement.

7. Following the occurrence and during the continuance of an Event of Default under the Credit Agreement (including without limitation an Event of Default arising from any failure of Grantor to comply with any covenant or undertaking under this Agreement), Lender, as the holder of a security interest, under the Code, as now or hereafter in effect in the jurisdiction whose law governs the interpretation of the Credit Agreement, may take such action permitted under the Credit Documents, hereunder or under any law, in its exclusive discretion, to record, foreclose upon or otherwise exercise its rights against the Trademarks covered hereby. For such purposes, and only upon the occurrence and during the continuance of an Event of Default, Grantor hereby authorizes, appoints and empowers Lender, its successors and assigns, and any officer or Lender of Lender as Lender may select, in its exclusive discretion, as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to record its interest in any Trademarks or Additional Trademarks in the United States Patent and Trademark Office including, without limitation, the power to execute on behalf of Grantor a Supplement to Trademark Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark assignment in the form attached hereto as **Exhibit I**. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Credit Documents, and until all of the Obligations of Grantor are indefeasibly paid and satisfied in full and the Credit Agreement and the Revolving Credit Commitments are terminated.

8. This Agreement shall be subject to the terms, conditions and provisions set forth in the Credit Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Credit Documents and shall be cumulative. In the event of an inconsistency between this Agreement and the Credit Agreement, the language of the Credit

Agreement shall control.

10. Upon full and unconditional satisfaction and performance of all of the Obligations of Grantor and termination of the Credit Agreement and the Revolving Credit Commitments, Lender shall execute and deliver to Grantor all documents reasonably necessary to terminate the security interest of Lender in the Trademarks.

11. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Lender in connection with the preparation and execution of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or defending, protecting, enforcing or terminating the rights of Lender hereunder, in each case in accordance with the terms of this Agreement and the Credit Documents, shall be borne and paid by Grantor on demand by Lender and until so paid shall be added to the principal amount of the Obligations of Grantor and shall bear interest at the highest rate applicable to Revolving Loans from time to time under the Credit Agreement.

12. Subject to any applicable terms of the Credit Agreement, Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter to preserve and maintain all rights in the Trademarks, and upon the request of Lender, Grantor shall make federal application on registrable but unregistered trademarks belonging to Grantor. Any expenses incurred in connection with such applications with such applications shall be borne exclusively by Grantor. Grantor shall not abandon any Trademark without the prior written consent of the Lender.

13. Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender may, if Grantor reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Grantor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorneys' fees, and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. If an Event of Default has occurred and is continuing under the Credit Agreement, Lender may, without any obligation to do so, complete any obligation of Grantor hereunder, in the name of Grantor or in the name, of Lender, but at the expense of Grantor, and Grantor hereby agrees to reimburse Lender in full for all costs and expenses, including without limitation all attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Grantor and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of the rights and remedies of Lender with respect to the Trademarks whether established hereby or by the Credit Documents, or by any other future agreements between Grantor and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability

of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

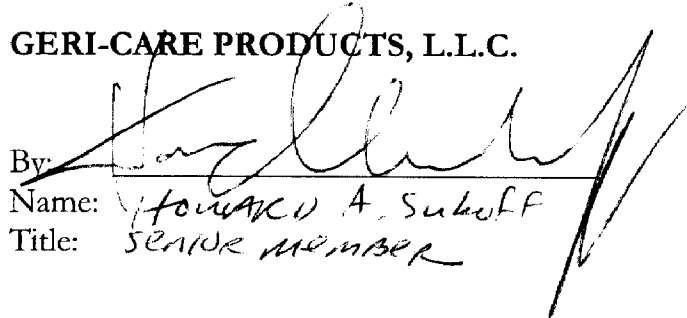
18. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania without regard to its otherwise applicable principles of conflicts of laws.

19. **To the extent permitted by applicable law, Grantor and Lender hereby waive any right to a trial by jury in any action or proceeding arising out of this Agreement or transactions related hereto.** Grantor and Lender hereby agree to abide by the provisions relating to jurisdiction, venue, service of process and arbitration contained in Sections 15.3 and 15.4 of the Credit Agreement in disputes arising in connection with this Agreement.

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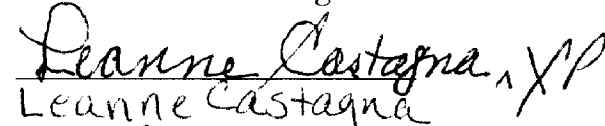
IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement the day and year first above written.

GERI-CARE PRODUCTS, L.L.C.

By: 
Name: Howard A. Sukoff
Title: SENIOR MEMBER

Acknowledged and accepted:

FIRST UNION NATIONAL BANK,
As Lender under the Credit Agreement

By: 
Name: Leanne Castagna
Title: Vice President

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *New Jersey* : SS
COUNTY OF *Middlesex* :

On this 1 of Oct, 2001 before me personally appeared Howard A Sukoff, to me known and being duly sworn, deposes and says that s/he is SENIOR OFFICER of Geri-Care Products, L.L.C., that s/he signed the Agreement attached hereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Elaine Bladon
Notary Public

My Commission Expires:

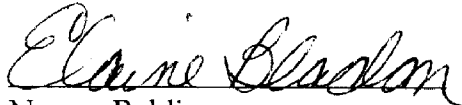
ELAINE BLADON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 1, 2005
Qualified In Middlesex County

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *New Jersey* : SS
COUNTY OF *Middlesex* :

ER 1st *EB* October

On this ~~28th~~ day of September, 2001 personally appeared Howard A. Sukoff, to me known and being duly sworn, deposes and says that s/he is SR. MEMBER GERI-CARE PRODUCTS, L.L.C., the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.


Notary Public

My Commission Expires:

ELAINE BLADON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 1, 2005
Qualified In Middlesex County

SCHEDULE "A"

TRADEMARKS

<u>Name/Title</u>	<u>Registration No./Application No</u>	<u>Date of Reg / Appl</u>
Geri-Care	U.S. Reg. No. 1,152,279	Registered 4/28/81
Geri-Care	Benelux Reg. No. 386,939	Registered 11/9/92
Geri-Care	Denmark Reg. No. 04796/1992	Registered 6/5/92
Geri-Care	England Reg. No. B1185072	Registered 11/10/89
Geri-Care	Finland Reg. No. 115325	Registered 12/5/91
Geri-Care	Norway Reg. No. 149418	Registered 2/27/92
Geri-Care	Portugal Reg. No. 262120	Registered 8/28/92
Geri-Care	Sweden Reg. No. 228,030	Registered 11/22/91
Geri-Care	Switzerland Reg. No. 378528	Registered 12/29/89
Geri-Care	Austria Reg. No. 130880	Registered 5/15/90
Geri-Care	France Reg. No. 182,722	Registered 1/24/90
Geri-Care	Germany Reg. No. 1184281	Registered 1/3/90
Geri-Care	Greece Reg. No. 98006	Registered 3/12/90
Geri-Care	Italy Reg. No. 00590678	Registered 1/26/90
Buffins	U.S. Reg. No. 1,718,285	Registered 9/22/92
Freedom Fit	U.S. Reg. No. 1,490,764	Registered 6/7/88
Freedom Fit	Canada Reg. No. 367446	Registered 4/6/90
Freedom Fit	Italy Reg. No. 510179	Registered 4/9/87
Comfort Quilt	U.S. Reg. No. 1,372,654	Registered 11/26/85
Contain	U.S. Reg. No. 1,399,290	Registered 7/1/86
Confidence Elite Brief	U.S. Reg. No. 1,537,181	Registered 5/2/89
Comfort Fit	U.S. Reg. No. 1,991,074	Registered 8/6/01
Extreme	USPTO Serial #76/251,293	Pending 5/4/01
Best Yet	USPTO Serial #76/245,327	Pending 4/23/01
Geri-Care of Blessing Corp	German Reg. No.1 184 281	

Exhibit I

TRADEMARK ASSIGNMENT

WHEREAS, GERI-CARE PRODUCTS, L.L.C. ("Grantor") is the registered owner of the United States trademarks, tradenames and registrations listed on **Schedule "A"** attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ___ day of _____, _____.

GERI-CARE PRODUCTS, L.L.C.

By: _____
Attorney-in-fact

STATE OF

:

: S.S.

COUNTY OF

:

On this ____ day of _____, ____ before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of GERI-CARE PRODUCTS, L.L.C. ("Grantor") and s/he acknowledged to me that s/he executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT II
Supplement to Trademark Security Agreement

This Supplement to Trademark Security Agreement ("Supplement"), dated 28th day of September, 2001, is entered into by **GERI-CARE PRODUCTS, L.L.C.**, ("Grantor"), with an address of 252 Wagner Street, Middlesex, NJ 08846, and delivered to **FIRST UNION NATIONAL BANK**, as Lender ("Lender"), with an address of Widener Building, 1339 Chestnut Street, 4th floor, Philadelphia, Pennsylvania 19107-3579.

Background

A. This Supplement is being delivered in connection with that certain Loan and Security Agreement, dated September 28, 2001 by and among Grantor and Lender (as it may have been and may hereafter be amended, supplemented, restated, replaced, or otherwise modified, from time to time, the "Credit Agreement"), and that certain Trademark Security Agreement, dated as of the date of the Credit Agreement, by and between Grantor and Lender (as it may have been and hereafter be amended, supplemented, restated, replaced, or otherwise modified from time to time, the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Trademark Security Agreement.

B. Pursuant to the Credit Agreement and the Trademark Security Agreement, Grantor granted to Lender a lien on and security interest in all of the Trademarks of Grantor (as defined therein).

C. Grantor has acquired certain additional trademarks, servicemarks and tradenames as set forth on **Schedule A-1** attached hereto and made part hereof (collectively, "Additional Trademarks"). Grantor and Lender desire to execute this Supplement for the purpose of, inter alia, granting, ratifying and confirming the lien and security interest of Lender on and in the Additional Trademarks, as more fully set forth in the Trademark Security Agreement, and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Credit Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Grantor grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Additional Trademarks, together with all the goodwill of Grantor associated with and represented by the Additional Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

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2. Grantor acknowledges and confirms that the rights and remedies of Lender with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Credit Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Credit Agreement or other Credit Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. **Schedule A** to the Trademark Agreement is hereby supplemented by the information contained on **Schedule A-1** attached hereto. All references to **Schedule A** contained in the Credit Agreement, Trademark Security Agreement or other Credit Documents shall be deemed, for all purposes, to also refer to and include **Schedule A-1**.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Credit Agreement and the Trademark Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement 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. Signature by facsimile shall also bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

GERI-CARE PRODUCTS, L.L.C.

By: _____
Name:
Title:

Approved and accepted:

FIRST UNION NATIONAL BANK
As Lender under the Credit Agreement

By: _____
Name: _____
Title: _____

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