

**EXHIBIT U**

### ACKNOWLEDGMENT OF SECURITY INTEREST

This **ACKNOWLEDGMENT OF SECURITY INTEREST** (this "Acknowledgment") is executed and delivered in favor of Merrill Lynch International Private Finance Limited ("Lender") with respect to the following:

A. Merrill Lynch Pierce Fenner & Smith Incorporated ("MLPF&S") and Bryan Medical, Inc., a Georgia corporation ("Borrower") have entered into a Working Cash Management Account Agreement, dated as of August 2, 1999, pursuant to which MLPF&S has established a securities account, known as the "Merrill Lynch International Private Finance (Bryan Medical, Inc.) Pledged Collateral Account (the "Bryan Medical Securities Account"). MLPF&S has assigned the following account number 230-07G66 to the Bryan Medical Securities Account.

B. MLPF&S and MJG Partners, L.P., a Georgia limited partnership ("Pledgor") have entered into a Working Cash Management Account Agreement, dated as of August 2, 1999, pursuant to which MLPF&S has established a securities account, known as the "Merrill Lynch International Private Finance (MJG Partners, L.P.) Pledged Collateral Account (the "MJG Partners Securities Account"). MLPF&S has assigned the following account number 230-07G69 to the MJG Partners Securities Account.

C. Lender, MLPF&S and Borrower have entered into a Loan and Collateral Account Agreement, dated as of September 29, 1999 (the "Loan Agreement"), pursuant to which Borrower has granted to Lender a first priority security interest in various collateral, including but not limited to the Bryan Medical Securities Account and the financial assets and any free credit balance carried therein.

D. As of the date hereof, various United States Treasury Bills (the "T-Bills") with a face value of \$41,100,000 and a stated maturity date of December 30, 1999 are held in the Bryan Medical Securities Account. The T-Bills are subject to a first priority security interest in favor of Lender (the "Security Interest").

E. Section 6 of the Loan Agreement prohibits Borrower from transferring any of the T-Bills without the prior consent of Lender. Pledgor and Borrower have requested Lender's consent pursuant to Section 6 of the Loan Agreement to the proposed transfer of the T-Bills to the MJG Partners Securities Account as a distribution from the capital of the Borrower to Pledgor. As a condition of Lender's consent to the transfer of the T-Bills to the MJG Partners Securities Account, Lender has required that Pledgor execute this Acknowledgment that the T-Bills transferred to the MJG Partners Securities Account will remain at all times following such transfer, subject to the Security Interest.

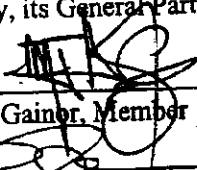
F. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

Pledgor hereby acknowledges that the T-Bills transferred into the MJG Partners Securities Account will remain subject to a first priority security interest in favor of Lender.

IN WITNESS WHEREOF, the undersigned has executed this Acknowledgment as of this  
day of November 1999.

MJG PARTNERS, L.P., a Georgia limited  
partnership

By: MJG Ventures, LLC, a Georgia limited liability  
company, its General Partner

  
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Mark J. Gainer, Member

  
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Elyse S. Gainer, Member