

**EXHIBIT V**

## 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. Gainor Medical U.S.A. Inc., a California corporation ("Borrower") holds 556,600 Class A membership units ("Class A Units") and 556,600 Class B membership units ("Class B Units") in Gainor Medical Management, LLC, a Georgia limited liability company (the "LLC").

B. Borrower and Lender have entered into that certain Loan and Collateral Account Agreement, dated as of October 15, 1999 (as amended or otherwise modified from time to time, the "Loan Agreement") and that certain LLC Security Agreement, dated as of October 15, 1999 (as amended or otherwise modified from time to time, the "LLC Security Agreement"), pursuant to which Borrower has granted to Lender a first priority security interest in various collateral, including but not limited to Borrower's Class A Units and Class B Units (the "Security Interest").

C. Borrower and Lucor Special Investments, Inc. ("LSI") have entered into that certain Agreement and Plan of Merger dated as of November 11, 1999 (the "Merger"), pursuant to which Borrower merged with LSI, with LSI being the surviving corporation. Pursuant to the Merger, LSI has succeeded by operation of law to all obligations of Borrower under the Loan Agreement and the LLC Security Agreement.

D. Section 6 of the Loan Agreement and Section 6.1 of the LLC Security Agreement prohibit LSI from transferring any of the Class A Units and Class B Units without the prior consent of Lender. Mark J. Gainor ("Pledgor") and LSI have requested Lender's consent pursuant to Section 6 of the Loan Agreement and Section 6.1 of the LLC Security Agreement to the proposed transfer of the Class A Units and Class B Units to Pledgor as a distribution of assets of LSI to Pledgor. As a condition of Lender's consent to the transfer of the Class A Units and Class B Units to Pledgor, Lender has required that Pledgor execute this Acknowledgment that the Class A Units and Class B Units will remain at all times following such transfer subject to the Security Interest.

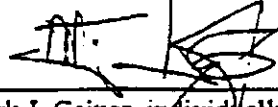
E. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

Pledgor hereby acknowledges that the Class A Units and Class B Units distributed to him will remain subject to a first priority security interest in favor of Lender under the terms of the LLC Security Agreement.

Until the Loan Agreement has terminated and all sums and obligations outstanding thereunder, or under any other documents executed in connection therewith, have been indefeasibly paid in full, Pledgor agrees not to take any action inconsistent with this Acknowledgment.

This Acknowledgment in all respects shall be governed by and interpreted under the laws of the State of New York applicable to contracts made and to be performed wholly within such state without regard to any conflict of law provision thereof that might prevent the operation of this paragraph.

2002 IN WITNESS WHEREOF, the undersigned has executed this Acknowledgment as of this day of December 1999.



Mark J. Gainor, individually

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