

OMB No. 0651-0011 (exp. 4/94)

MRD
3-5-99



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To the Honorable Commissioner of Patents

ached original documents or copy thereof.

1. Name of conveying party(ies):

PSS World Medical, Inc.
4345 Southpoint Boulevard
Jacksonville, FL 32216

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 11, 1999

2. Name and address of receiving party(ies)

Name: NationsBank, N.A.

Internal Address: NC1-001-15-104

Street Address: 101 North Tryon Street

City: Charlotte State: NC ZIP: 28255

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

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

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

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

See attached

Additional numbers attached? Yes No

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

Name: Allyson Cunningham

Internal Address: McGuire, Woods, Battle & Boothe
Suite 2900

Street Address: 100 N. Tryon Street

City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00

- 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.

Allyson Cunningham
Name of Person Signing

Signature

6 Date 3-4-99

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

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

TRADEMARK
REEL: 1865 FRAME: 0442

03/09/1999 JMW/TMS 00006153 75575562

01 FD:461
02 FD:462

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PSS WORLD MEDICAL, INC., a Florida corporation (the "Assignor"), having its chief executive office at 4345 Southpoint Boulevard, Jacksonville, Florida 32216, hereby assigns and grants to NATIONSBANK, N.A., as Agent (in such capacity, the "Agent"), with offices at NC1-001-15-04, 101 North Tryon Street, Charlotte, North Carolina 28255, a security interest in (all of which are herein collectively referred to as the "PTO Collateral") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all of the Assignor's right, title and interest in and to the United States patents set forth on Schedule B attached hereto (the "Patents"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Pledge and Security Agreement, dated as of February 11, 1999, among the Assignor, the Agent and the other parties thereto (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the PTO Collateral acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Agent for the benefit of the Secured Parties under the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 11 day of ~~January~~ ^{February} 1999.

PSS WORLD MEDICAL, INC., as Assignor

By: [Signature]

Title: Gen + CFO

STATE OF COLORADO
County OF SAN MATEO

The foregoing instrument was acknowledged before me this 26 day of JANUARY, 1999 by VALERIE VINDRA as of FIRST NATIONAL BANK, a FINANCIAL INSTITUTION corporation, on behalf of the corporation.

My commission expires: ~~08/24/2018~~ 08/24/2018

Notarial Seal

[Signature]
Notary Public



NATIONSBANK, N.A.,
as Agent

By: _____

Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the
11 day of ~~January~~ ^{February}, 1999.

PSS WORLD MEDICAL, INC., as Assignor

By: _____
Title: _____

STATE OF _____
_____ OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 19__ by _____ as
_____ of _____, a _____
corporation, on behalf of the corporation.

My commission expires:

Notarial Seal

Notary Public

NATIONSBANK, N.A.,
as Agent

By: Michael Sylvester
Title: MICHAEL S. SYLVESTER
VICE PRESIDENT

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
75-575,562	U.S.A.	October 21, 1998	PHYSICIAN SECRET
75-458,140	U.S.A.	March 30, 1998	THRIFTYMED
75-146,709	U.S.A.	August 7, 1996	PENNY SAVER IN GOD WE TRUST & Design
2,104,932	U.S.A.	October 14, 1997	CUSTOMERLINK PSS DIAL
2,097,034	U.S.A.	September 16, 1997	CUSTOMERLINK
75-054,551	U.S.A.	February 7, 1996	WORLDMED
1,973,629	U.S.A.	May 14, 1996	PSS NETWORK PLUS
74-549,482	U.S.A.	July 14, 1994	PSS BEAR
1,959,693	U.S.A.	March 5, 1996	PSS ICON
1,528,735	U.S.A.	March 7, 1989	PSS
	Louisiana	September 7, 1988	PSS STANDARD CRESCENT CITY
461,105	Louisiana	August 11, 1988	PSS PHYSICIAN SALES & SERVICE, INC.

PATENTS AND PATENT APPLICATIONS

<u>Serial No. or Patent No.</u>	<u>Inventor</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Title</u>
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None.

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