



To the Honorable Commissioner of

101784771

ed original documents or copy thereof.

1. Name of conveying party(ies):

PSS World Medical, Inc.

7-1301

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

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

3. Nature of conveyance:

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

Execution Date: May 24, 2001

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.
 Internal Address: 5th Floor
 Street Address: 600 Peachtree Street, NE
 City: Atlanta State GA Zip 30308

- Individual(s) citizenship _____
- Association National
- 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

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

A. Trademark Application No.(s)
 75/519734; 75/659418; 76/217747; 75/458140;
 76/136058; 76/136059; 76/078609; 76/239698;
 75/054551; 75/825873

B. Trademark Registration No.(s)
 2,182,994; 2,104,932; 1,973,629; 2,097,034; 2,227,907;
 1,991,820; 1,528,735; 2,254,688; 2,353,323; 1,959,693;
 2,260,212; 1,236,158

Additional number(s) attached Yes No

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

Name: Schuylla M. Goodson
 Internal Address: Troutman Sanders LLP
 Suite 5200
 Street Address: 600 Peachtree Street, NE
 City: Atlanta State GA Zip: 30308

6. Total number of applications and registrations involved:.....

22

7. Total fee (37 CFR 3.41)..... \$ 565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-1507

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

DO NOT USE THIS SPACE

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.

Schuylla M. Goodson

Name of Person Signing

Signature

7/13/01

Date

Total number of pages including cover sheet, attachments, and document: 16

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

PSS WORLD MEDICAL, INC.

NO.	COMPANY NAME	TYPE
1.	Diagnostic Imaging, Inc.	Corporation (FL)
2.	Gulf South Medical Supply, Inc.	Corporation (DE)
3.	The Gilbert X-Ray Company of Texas	Corporation (TX)
4.	PSS Holding, Inc.	Corporation (FL)
5.	PSS Service, Inc.	Corporation (FL)
6.	Physician Sales & Service Inc.	Corporation (FL)
7.	ThriftyMed, Inc.	Corporation (FL)
8.	WorldMed, Inc.	Corporation (DE)
9.	WorldMed International, Inc.	Corporation (DE)
10.	DI Service Group, Inc.	Corporation (FL)
11.	DXR Imaging, Inc.	Corporation (CA)

CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of May 24, 2001 by the Obligors referred to below in favor of the Agent, for the benefit of the Lenders (as such terms are defined below).

WITNESSETH:

WHEREAS, PSS World Medical, Inc., a Florida corporation (the "Borrower"), certain direct and indirect subsidiaries of the Borrower (each, together with the Borrower, an "Obligor" and, collectively, the "Obligors"), certain financial institutions (collectively, the "Lenders"), Bank of America, N.A., as agent for the Lenders (in such capacity, the "Agent"), and Banc of America Securities LLC, as Arranger, have entered into a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement), pursuant to which the Lenders have agreed to make certain loans and other financial accommodations available to the Borrower (the "Loans"); and

WHEREAS, the Obligors will derive substantial benefits, both directly and indirectly, from the Loans; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Credit Agreement and to make the Loans, the Obligors have agreed to assign to the Agent, for the ratable benefit of the Lenders, certain trademark rights as described herein.

NOW, THEREFORE, in consideration of the premises, the Obligors hereby agree with the Agent as follows:

1. Grant of Security Interest.

To secure the complete and timely payment and performance of all Obligations, each Obligor hereby grants, assigns and conveys to the Agent, for the ratable benefit of the Lenders, a security interest in such Obligor's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in Schedule A attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks").

2. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Obligations shall have been satisfied in full and the Commitments shall have been terminated, any Obligor shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold in any Obligor's business (the "Goods"), the provisions of Section 1 shall automatically apply thereto, and also to any composite marks or other marks of any Obligor which are confusingly similar to such mark, and the Obligors shall give to the Agent prompt written notice thereof. This Section 2 shall not apply to trademarks which are owned by others and licensed to any Obligor. Each Obligor shall perform all acts and execute all documents reasonably requested by the Agent at any time and from time to time to evidence, perfect, maintain, record and enforce the Agent's security interest in the Trademarks, including, without limitation, any trademarks falling under this Section 2.

3. Modification of Agreement.

Each Obligor authorizes the Agent to modify this Agreement by amending Schedule A to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Section 1 or Section 2 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office at the expense of the Obligors.

4. Remedies Upon Default; Power of Attorney

(a) In addition to the grant of the security interest contained in Sections 1 and 2 hereof, if any Event of Default shall have occurred, upon the election of the Agent, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Agent or its designee. Each Obligor hereby irrevocably constitutes and appoints the Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of each Obligor and in the name of such Obligor or the Agent's own name or the name of the Agent's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of such Obligor or the Agent, and to take any other actions deemed necessary by the Agent to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Credit Agreement, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Agent in its sole discretion, and such payments

made by the Agent to become the obligations of the Obligors to the Agent, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable.

(b) The Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Agent may, if any Event of Default shall have occurred, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to any Obligor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds in accordance with the Credit Agreement. Notice of any sale or other disposition of the Trademarks shall be given to the Obligors at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which each Obligor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of any Obligor, which right is hereby waived and released. Each Obligor hereby agrees to execute any documents reasonably requested by the Agent in connection with any disposition hereunder.

(c) Upon the occurrence of the conditional assignment provided for herein, no Obligor shall have any right, title, or interest in or to any of the Trademarks and each Obligor shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Agent, or pursuant to the terms of the Credit Agreement and the Security Agreement, deliver to the Agent all Goods bearing the Trademarks.

5. Applications.

All references in this Agreement to one or more "applications" and "applications for registration" shall be deemed to exclude United States intent-to-use applications for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed.

6. Termination of Agreement.

At such time as the Obligors shall completely satisfy all of the Obligations and the Commitments shall have been terminated, the Agent shall execute and deliver to the Obligors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Obligors title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

7. Limitation of Liability and Indemnification.

Each Obligor hereby releases the Agent and the Lenders from, and agrees to hold the Agent and the Lenders free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of the Agent's or the Lenders' gross negligence, willful misconduct or criminal acts), and each Obligor agrees to indemnify the Agent and the Lenders from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim.

8. Waiver and Amendment.

(a) No course of dealing between any Obligor and the Agent or the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or the Lenders, any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto.

9. Cumulative Rights.

All of the Agent's and the Lenders' rights and remedies with respect to the Trademarks, whether established hereby or under the Credit Agreement or the Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

10. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Survival.

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

12. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

13. Choice of Law.

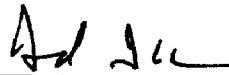
The validity, construction and enforcement of this Agreement and the determination of the rights and duties of the parties hereto shall be governed by, and construed and enforced in accordance with, the internal laws in effect in the State of Georgia.

[SIGNATURES BEGIN ON NEXT PAGE]


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OBLIGORS:

PSS WORLD MEDICAL, INC., as Borrower

By: 
Name: David D. Klarner
Title: Vice President, Treasury
and Financial Reporting

DIAGNOSTIC IMAGING, INC.
GULF SOUTH MEDICAL SUPPLY, INC.
THE GILBERT X-RAY COMPANY OF TEXAS
PSS HOLDING, INC.
PSS SERVICE, INC.
PHYSICIAN SALES & SERVICE, INC.
THRIFTYMED, INC.
WORLDMED, INC.
WORLDMED INTERNATIONAL, INC.
DI SERVICE GROUP, INC.
DXR IMAGING, INC.

By: 
Name: David D. Klarner
Title: Vice President of each of the above-listed
Obligors

PSS DELAWARE, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OBLIGORS:

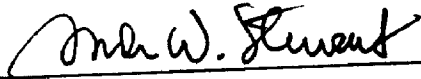
PSS WORLD MEDICAL, INC., as Borrower

By: _____
Name: _____
Title: _____

DIAGNOSTIC IMAGING, INC.
GULF SOUTH MEDICAL SUPPLY, INC.
THE GILBERT X-RAY COMPANY OF TEXAS
PSS HOLDING, INC.
PSS SERVICE, INC.
PHYSICIAN SALES & SERVICE, INC.
THRIFTYMED, INC.
WORLDMED, INC.
WORLDMED INTERNATIONAL, INC.
DI SERVICE GROUP, INC.
DXR IMAGING, INC.

By: _____
Name: _____
Title: Vice President of each of the above-listed
Obligors

PSS DELAWARE, INC.

By: 
Name: Gordon W. Stewart
Title: Secretary

PHYSICIAN SALES & SERVICE LIMITED
PARTNERSHIP

By: PSS World Medical, Inc., its general partner

By: _____
Name:
Title:
David D. Klamer
Vice President, Treasury
and Financial Reporting

AGENT:

BANK OF AMERICA, N.A., as the Agent

By: _____
Name: _____
Title: _____

PHYSICIAN SALES & SERVICE LIMITED
PARTNERSHIP

By: PSS World Medical, Inc., its general partner

By: _____
Name: _____
Title: _____

AGENT:

BANK OF AMERICA, N.A., as the Agent

By: Mark R. Herdman
Name: Mark R. Herdman
Title: Vice President

SCHEDULE A

Listing of Trademark Registrations and Applications

NO.	APPLICATION/ REGISTRATION NO.	MARK	LISTED OWNER	SECURITY INTEREST
1.	2,227,907 <i>(registered)</i>	DIAGNOSTIC IMAGING INC. THE SERVICE & SCIENCE OF X-RAY	Diagnostic Imaging, Inc.	Nationsbank, N.A.
2.	2254688 <i>(registered)</i>	INTRA-TRADE	Diagnostic Imaging, Inc.	Nationsbank, N.A.
3.	2260212 <i>(registered)</i>	INTRA-TRADE & Design	Diagnostic Imaging, Inc.	Nationsbank, N.A.
4.	75/519734 <i>(pending)</i>	IMAGE PLUS	Diagnostic Imaging, Inc.	Bank of America, N.A.
5.	75/659418 <i>(pending)</i>	DI DIAGNOSTIC IMAGING INC. A PSS/WORLD MEDICAL COMPANY	Diagnostic Imaging, Inc.	Nationsbank, N.A.
6.	76/217747 <i>(pending)</i>	SERVICE FIRST	Diagnostic Imaging, Inc.	None Listed
7.	76/136058 <i>(pending)</i>	IMAGEVET	Diagnostic Imaging, Inc.	Bank of America, N.A.
8.	76/136059 <i>(pending)</i>	IMAGETECH	Diagnostic Imaging, Inc.	Bank of America, N.A.
9.	76/078609 <i>(pending)</i>	INTEGRITY	Diagnostic Imaging, Inc.	Bank of America, N.A.
10.	1,991,820 <i>(registered)</i>	EXELTHERM	PSS World Medical, Inc.	Bank of America, N.A.
11.	2353323 <i>(registered)</i>	PHYSICIAN SELECT	PSS World Medical, Inc.	Nationsbank, N.A.
12.	75/825873 <i>(pending)</i>	THE QUANTUM PROGRAM	PSS World Medical, Inc.	None Listed
13.	1,236,158 <i>(registered)</i>	G & Design	Physician Sales & Services, Inc.	Bank of America, N.A.
14.	1,528,735 <i>(registered)</i>	PSS (stylized)	Physician Sales & Service, Inc.	Nationsbank, N.A.
15.	1,959,693 <i>(registered)</i>	PSS ICON & Design	Physician Sales & Service, Inc.	Nationsbank, N.A.

0722448.03
Conditional Assignment and
Trademark Security Agreement

NO.	APPLICATION/ REGISTRATION NO.	MARK	LISTED OWNER	SECURITY INTEREST
16.	1,973,629 <i>(registered)</i>	PSS NETWORK PLUS & Design	Physician Sales & Service, Inc.	Nationsbank, N.A.
17.	2,097,034 <i>(registered)</i>	CUSTOMERLINK & Design	Physician Sales & Service, Inc.	Nationsbank, N.A.
18.	2,104,932 <i>(registered)</i>	CUSTOMERLINK PSS DIAL & Design	Physician Sales & Service, Inc.	Nationsbank, N.A.
19.	75/458140 <i>(pending)</i>	THRIFTYMED	Physician Sales & Service, Inc.	Nationsbank, N.A.
20.	75/054551 <i>(pending)</i>	WORLDMED	Physician Sales & Service, Inc.	Nationsbank, N.A.
21.	76/239698 <i>(pending)</i>	SRX	Physician Sales & Service, Inc.	None Listed
22.	2,182,994 <i>(registered)</i>	FYI FOR YOUR INDEPENDENCE	National Med Supply Company	None Listed

STATE APPLICATIONS AND REGISTRATIONS

NO.	APPLICATION/ REGISTRATION NO.	MARK	LISTED OWNER	SECURITY INTEREST
1.	47901650 <i>(New Hampshire)</i>	FLORIDA DIAGNOSTIC IMAGING	Diagnostic Imaging, Inc.	None Listed
2.	43500615 <i>(Hawaii)</i>	FLORIDA DIAGNOSTIC IMAGING	Diagnostic Imaging, Inc.	None Listed
3.	00408568 <i>(Louisiana)</i>	PSS PHYSICIANS SALES & SERVICE, INC.	Physician Sales & Service, Inc.	None Listed
4.	46,166 <i>(California)</i>	DENNIS X-RAY	DXR Imaging, Inc.	None Listed
5.	46,167 <i>(California)</i>	DEAN X-RAY	DXR Imaging, Inc.	None Listed

EXHIBIT A

Assignment of Trademarks and Goodwill

THIS ASSIGNMENT dated the ___ day of _____, 20___, from _____, a _____ (the "Assignor"), to BANK OF AMERICA, N.A., as Agent (the "Assignee"), recites and provides:

WHEREAS, the Assignor is the owner of certain trademarks and service marks and the registrations and applications to register therefor listed in Schedule A hereto (the "Trademarks"); and

WHEREAS, the Assignee desires to obtain for the Lenders party to the May 24, 2001 Credit Agreement among the Assignor, certain affiliates of the Assignor, the Assignee, the lenders from time to time party thereto (the "Lenders") and Banc of America Securities LLC, as Arranger, all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. The Assignor acknowledges that it has granted the Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks, under separate agreement.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect the Assignor's ability to transfer such interest.

The Assignor further agrees to indemnify the Assignee and the Lenders for any breach of the above warranty.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

[Obligor's name]

By: _____
Name: _____
Title: _____

0722448.03
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