

corrective



05-16-2002



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Resubm  
2.7.02

Form PTO-159  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

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):

8-3101

Physician Sales & Service, Inc.

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

5-10-02

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

3. Nature of conveyance: Correction of Trademark

Filing # 101599695A filed on 1-30-01

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

☒ Other corrective assignment to change

"Assignment" to "Security Agreement"  
Execution Date: 12-28-00

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Agent

Internal

Address: NC1-001-15-11

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

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)

B. Trademark Registration No.(s)

1,236,158

Additional number(s) attached ☐ Yes ☒ No

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

Name: Angie Cancino

Internal Address

Street Address: 100 N. Tryon Street

Suite 2700

City: Charlotte State: NC Zip: 28202

6. Total number of applications and  
registrations involved: 1

7. Total fee (37 CFR 3.41) \$

- ☐ 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.

Ingrid O. McClintock

Name of Person Signing

Signature

August 31, 2001

Date

Total number of pages including cover sheet, attachments, and document: 1

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

TRADEMARK  
REEL: 002507 FRAME: 0095

FORM PTO-1618A

Expires 06/30/99  
OMB 0651-0027

01-30-2001



101599695

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLYU.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK

FEB 07 2002

MAY 10 2002

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

## Submission Type

☒ New☐ Resubmission (Non-Recordation)  
Document ID # ☐ Correction of PTO Error  
Reel #  Frame # ☐ Corrective Document  
Reel #  Frame # 

## Conveyance Type

☒ Assignment☐ License☐ Security Agreement☐ Nunc Pro Tunc Assignment☐ MergerEffective Date  
Month Day Year

12-28-00

☐ Change of Name☐ Other 

## Conveying Party

☐ Mark if additional names of conveying parties attachedExecution Date  
Month Day YearName  Physician Sales & Service, Inc.

12-28-00

Formerly 

1236158

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other ☐ Citizenship/State of Incorporation/Organization  Florida corporation

## Receiving Party

☐ Mark if additional names of receiving parties attachedName  Bank of America, N.A., as AgentDBA/AKA/TA Composed of Address (line 1)  101 North Tryon Street - NC1-001-15-11Address (line 2) Address (line 3)  Charlotte

City

 North Carolina/USA

State/Country

 28255-0001

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☐ Corporation ☐ Association☒ Other  National Association☐ Citizenship/State of Incorporation/Organization 

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231TRADEMARK  
REEL: 002507 FRAME: 0096

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PHYSICIAN SALES & SERVICE, INC., a Florida corporation (the "Assignor"), having its chief executive office at 4345 Southpoint Boulevard, Jacksonville, Florida 32216, hereby assigns and grants to BANK OF AMERICA, N.A., as Agent (in such capacity, the "Agent"), with offices at NC1-001-15-11, 101 North Tryon Street, Charlotte, North Carolina 28255-0001, 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.

28<sup>th</sup> IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the  
day of December, 2000.

PHYSICIAN SALES & SERVICE, INC., as  
Assignor

By: David D. Klearner

Name: David D. Klearner

Title: Vice President and Secretary

STATE OF North Carolina

County OF Mecklenburg

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of  
December, 2000 by DAVID D. KLEARNER as  
Vice President and Secretary of Physician Sales & Service, Inc., a Florida corporation, on  
behalf of the corporation.

My commission expires:

Notarial Seal

Yvonne Tripp, Notary Public  
Mecklenburg County, North Carolina  
My Commission Expires 4/7/2003

Yvonne Tripp  
Notary Public

BANK OF AMERICA, N.A.,  
as Agent

By: [Signature]

Name:

Title:

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
1,236,158	U.S.A.	May 3, 1983	G & Design