TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PSS World Medical, Inc.		05/20/2003	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	600 Peachtree St., N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number
Serial Number:	76497252
Registration Number:	1991820
Registration Number:	2353323
Registration Number:	1528735
Registration Number:	1973629
Registration Number:	2097034
Registration Number:	2104932
Serial Number:	76239698
Registration Number:	2182994
Serial Number:	78141022
Serial Number:	76256841
Registration Number:	2541687

OP $315.00 76497252

CORRESPONDENCE DATA

Fax Number: (404)962-6785

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: trademarks@troutmansanders.com

Correspondent Name: Daniele Bourgeois c/o Troutman Sanders

Address Line 1: 600 Peachtree St., N.E. Suite 5200

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Daniele E. Bourgeois

Total Attachments: 9

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AMENDED AND RESTATED CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of May 20, 2003, by the Borrowers 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 "Company"), certain affiliates of the Company (each, together with the Company, a "Borrower" and, collectively, the "Borrowers"), certain other affiliates of the Company, as guarantors, certain financial institutions (collectively, the "Lenders"), and **Bank of America, N.A.**, as agent for the Lenders (in such capacity, the "Agent"), have entered into an Amended and Restated 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 Borrowers (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 Borrowers 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 Borrowers 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 Borrower hereby grants, assigns and conveys to the Agent, for the ratable benefit of the Lenders, a security interest in such Borrower'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 Borrower shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold in any Borrower's business (the "Goods"), the provisions of Section 1 shall automatically apply thereto, and also to any composite marks or other marks of any Borrower which are confusingly similar to such mark, and the Borrowers 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 Borrower. Each Borrower 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 Borrower 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 Borrowers.

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 Borrower 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 Borrower and in the name of such Borrower 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 Borrower 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 Borrowers 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 Borrower, 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 Borrowers 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 Borrower 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 Borrower, which right is hereby waived and released. Each Borrower 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 Borrower shall have any right, title, or interest in or to any of the Trademarks and each Borrower 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 Borrowers shall completely satisfy all of the Obligations and the Commitments shall have been terminated, the Agent shall execute and deliver to the Borrowers all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Borrowers 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 Borrower 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 Borrower 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 Borrower 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.

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.

BORROWERS:

PSS WORLD MEDICAL, INC.

By: _____
Name: David D. Klarner
Title: VP

GULF SOUTH MEDICAL SUPPLY, INC.

By: _____
Name: David D. Klarner
Title: VP

PHYSICIAN SALES & SERVICE LIMITED PARTNERSHIP

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

By: _____
Name: _____
Title: David D. Klarner - VP

AGENT:

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

By: _____
Name: Mark Herdman
Title: VP

SCHEDULE A

Listing of Trademark Registrations and Applications

NO.	APPLICATION/ REGISTRATION NO.	MARK	LISTED OWNER	SECURITY INTEREST
1.	76/497252	P PSS WORLD MEDICAL & Design	PSS World Medical, Inc.	None listed
2.	1,991,820 *(registered)*	EXELTHERM	PSS World Medical, Inc.	Bank of America, N.A.
3.	2,353,323 *(registered)*	PHYSICIAN SELECT	PSS World Medical, Inc.	Bank of America, N.A.
4.	1,528,735 *(registered)*	PSS (Stylized)	PSS World Medical, Inc.	Bank of America, N.A.
5.	1,973,629 *(registered)*	PSS NETWORK PLUS & Design	PSS World Medical, Inc.	Bank of America, N.A.
6.	2,097,034 *(registered)*	CUSTOMERLINK & Design	PSS World Medical, Inc.	Bank of America, N.A.
7.	2,104,932 *(registered)*	CUSTOMERLINK PSS DIAL & Design	PSS World Medical	Bank of America, N.A.
8.	76/239698 *(allowed)*	SRX	Physician Sales & Service, Inc.	Bank of America, N.A.
9.	2,182,994 *(registered)*	FYI FOR YOUR INDEPENDENCE & Design	National Med Supply Company	Bank of America, N.A.
10.	78/141022 *(published)*	NIGHTINGALE	Gulf South Medical Supply, Inc.	None listed
11.	76/256841 *(allowed)*	ANSWERS	Gulf South Medical Supply, Inc.	None listed
12.	2,541,687 *(registered)*	MOMENTIS GROUP	PSS Holdings, Inc.	None listed

STATE APPLICATIONS AND REGISTRATIONS

NO.	APPLICATION/ REGISTRATION NO.	MARK	LISTED OWNER	SECURITY INTEREST
1.	00408568 *(Louisiana)*	PSS PHYSICIANS SALES & SERVICE, INC.	Physician Sales & Service, Inc.	None Listed
2.	00017329 *(Louisiana)*	PSS STANDARD CRESCENT CITY	Physician Sales & Service, 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 __, 2003, Amended and Restated Credit Agreement among the Assignor, certain affiliates of the Assignor, the Assignee, and the lenders from time to time party thereto (the "Lenders"), 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.

[Borrower's name]

By:_____
Name:_____
Title:_____

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Amended and Restated
Conditional Assignment and
Trademark Security Agreement