

4-2003

04-02-2003

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102407192

To the Honorable Commissioner: _____ record the attached original documents or copy thereof.

1. Name of conveying party(ies): **4-7-03**
D&K Healthcare Resources, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Fleet Capital Corporation, as Agent
Internal Address: Suite 1400
Street Address: One South Wacker Drive
City: Chicago State: IL Zip: 60606
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Rhode Island
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 3/28/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See Continuation
of Item 4 attached hereto.
Additional number(s) attached Yes No

B. Trademark Registration No.(s) See Continuation
of Item 4 attached hereto.
2556969

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Linda R. Kastner
Internal Address: c/o Latham & Watkins
Suite 5800, Sears Tower
Street Address: 233 S. Wacker Drive
City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: **15**
7. Total fee (37 CFR 3.41).....\$ 390.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

Signature
Linda R. Kastner
Name of Person Signing

Linda R. Kastner
Signature

4/1/03
Date

04/03/2003
01 FC:0521
02 FC:0522

40.00 OP
350.00 OP

Total number of pages including cover sheet, attachments, and document: **11**

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

TRADEMARK
REEL: 002703 FRAME: 0908

Continuation of Item 4

APPLICATION NUMBERS

76/173,863

76/171,412

Continuation of Item 4

REGISTRATION NUMBERS

2,556,969

2,556,968

2,511,430

2,511,429

2,513,745

2,508,434

2,378,784

2,508,433

2,508,432

2,376,874

2,246,672

1,874,116

1,448,230

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2003, by D&K HEALTHCARE RESOURCES, INC., a Delaware corporation ("D&K"), JEWETT DRUG CO., a South Dakota corporation ("Jewett"), DIVERSIFIED HEALTHCARE, LLC, a Kentucky limited liability company ("DH"), and MEDICAL & VACCINE PRODUCTS, INC. d/b/a DEVICTORIA MEDICAL, a Puerto Rico corporation ("MVP"; D&K, Jewett, DH and MVP are sometimes hereafter referred to individually as "Grantor" and collectively as "Grantors"), in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation, individually and in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Sixth Amended and Restated Loan and Security Agreement dated as of the date hereof, by and among Grantors, Agent and Lenders from time to time party thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur LC Obligations for the benefit of Borrowers.

WHEREAS, Agent and Lenders are willing to make the Loans and to incur LC Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have granted a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the Obligations of Grantors under the Loan Agreement and to pledge and grant a security interest in the Trademark Collateral as security for the Obligations;

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Appendix A thereto to the Loan Agreement. Additionally, the following terms shall have the following respective meanings:

"Trademark License" means rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter adopted or acquired by any Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings

thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the ratable benefit of Lenders, pursuant to the Loan Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. TERM AND TERMINATION; RELEASE OF SECURITY INTEREST. The term of the security interests granted by Grantors to Agent herein or in the Loan Agreement shall, with respect to each item of the Trademark Collateral, commence as of the date hereof and shall exist until the earlier of (i) the expiration, abandonment, or disclaimer, as the case may be, of such item of the Trademark Collateral to the extent permitted under the Loan Agreement, or (ii) the date on which the Obligations have been discharged and paid in full, in cash and all Revolving Loan Commitments have been terminated. Upon discharge and payment in full in cash of the Obligations and termination of all Revolving Loan Commitments, this Trademark Security Agreement shall terminate automatically without further action by the parties, and Agent shall promptly execute and deliver to Grantors all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademark Collateral.

5. CONFLICT BETWEEN THE PROVISIONS OF THE TRADEMARK SECURITY AGREEMENT AND THE LOAN AGREEMENT. With respect to the Trademark Collateral, to the extent that the provisions of this Trademark Security Agreement conflict with the provisions of the Loan Agreement, the terms and conditions of this Trademark Security Agreement shall control.

6. COVENANTS, REPRESENTATIONS, AND WARRANTIES. With respect to the Trademark Collateral, no Grantor or Borrower shall be deemed to have made a representation, warranty, or other covenant set forth in this Trademark Security Agreement or the Loan Agreement to the extent that such Grantor has no rights with respect to a particular item of Trademark Collateral.

[signature page follows]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of *the date first set forth above.*

D&K HEALTHCARE RESOURCES, INC.

By Thomas S. Hilton
Name THOMAS S. HILTON
Title Senior V.P. and CFO

JEWETT DRUG CO.

By Thomas S. Hilton
Name THOMAS S. HILTON
Title V.P.

DIVERSIFIED HEALTHCARE, LLC

By Thomas S. Hilton
Name THOMAS S. HILTON
Title V.P.

MEDICAL & VACCINE PRODUCTS, INC. d/b/a
DEVICTORIA MEDICAL

By Thomas S. Hilton
Name THOMAS S. HILTON
Title V.P.

ACCEPTED AND ACKNOWLEDGED BY:

FLEET CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

TRADEMARK
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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

D & K HEALTHCARE RESOURCES, INC.

By _____
Thomas S. Hilton, Senior Vice President

JEWETT DRUG CO.

By _____
Thomas S. Hilton, Vice President

DIVERSIFIED HEALTHCARE, LLC

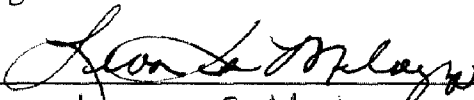
By _____
Thomas S. Hilton, Vice President

MEDICAL & VACCINE PRODUCTS, INC. d/b/a
DEVICTORIA MEDICAL

By _____
Thomas S. Hilton, Vice President

ACCEPTED AND ACKNOWLEDGED BY:

FLEET CAPITAL CORPORATION,
as Agent

By: 
Name: Leon F. Melazzo
Title: SVP

[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TO
TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Mark</u>	<u>Goods/Services</u>	<u>REG. NO/Serial No.</u>	<u>Issue/Filing Date</u>
D & K Healthcare Resources, Inc.	BETTER CARE FOR A BRIGHTER FUTURE	Wholesale distributorship services featuring pharmaceutical products in International Class 35	76/173,863	Filed 12/01/00
D & K Healthcare Resources, Inc.	PATIENT CONNECT (AND DESIGN)	Computer services, namely, providing databases containing directions for the use of prescription pharmaceutical products to encourage patient compliance; and reminder services in connection with prescription pharmaceutical products to encourage patient compliance in International Class 42	76/171,412	Filed 11/27/00
D & K Healthcare Resources, Inc.	MEDPLUS PHARMACY (AND DESIGN)	Retail pharmacy services in International Class 35	2,556,969	Registered 04/02/02
D & K Healthcare Resources, Inc.	MEDPLUS PHARMACY	Retail pharmacy services in International Class 35	2,556,968	Registered 04/02/02
D & K Healthcare	MED PLUS	Product merchandising services	2,511,430	Registered 11/27/01

<u>Owner</u>	<u>Mark</u>	<u>Goods/Services</u>	<u>REG. NO/Serial No.</u>	<u>Issue/Filing Date</u>
Resources, Inc.	MERCHANDISER	in the field of pharmaceuticals, health and beauty care, general, specialty, and seasonal products sold by pharmacies and drug stores in International Class 35		
D & K Healthcare Resources, Inc.	MED PLUS MARKETSHARE	Wholesale distributorship services in the field of pharmaceutical products in International Class 35	2,511,429	Registered 11/27/01
D & K Healthcare Resources, Inc.	MED PLUS PROMOTIONS FOR ALL YOUR SEASONAL AND SPECIALTY MERCHANDISE NEEDS (AND DESIGN)	Product merchandising services in the field of general, specialty, and seasonal products sold by pharmacies and drug stores in International Class 35	2,513,745	Registered 12/04/01
D & K Healthcare Resources, Inc.	MED PLUS PROMOTIONS	Product merchandising services in the field of general, specialty, and seasonal products sold by pharmacies and drug stores in International Class 35	2,508,434	Registered 11/20/01
D & K Healthcare Resources, Inc.	MED PLUS AUTO-SHIP	Wholesale distributorship services in the field of pharmaceutical products in International Class 35	2,378,784	Registered 08/22/00
D & K Healthcare Resources, Inc.	MED PLUS UP FRONT (AND DESIGN)	Wholesale distributorship and product merchandising services in the field of over-the-counter pharmaceutical, beauty and health care products in	2,508,433	Registered 11/20/01

<u>Owner</u>	<u>Mark</u>	<u>Goods/Services</u>	<u>REG. NO/Serial No.</u>	<u>Issue/Filing Date</u>
D & K Healthcare Resources, Inc.	MED PLUS UP FRONT	International Class 35 Wholesale distributorship and product merchandising services in the field of over-the-counter pharmaceutical, beauty and health care products in International Class 35	2,508,432	Registered 11/20/01
D & K Healthcare Resources, Inc.	MED PLUS SOURCE	Wholesale distributorship services in the field of pharmaceutical products in International Class 35	2,376,874	Registered 08/15/00
D & K Healthcare Resources, Inc.	D & K HEALTHCARE RESOURCES, INC. (AND DESIGN)	Wholesale distributorship services in the field of pharmaceuticals in International Class 35	2,246,672	Registered 05/18/99
D & K Healthcare Resources, Inc.	MED-PLUS	Placing advertisements in circulars for drugstores and pharmacies in International Class 35	1,874,116	Registered 01/17/95
D & K Healthcare Resources, Inc.	SCRIPTMASTER	Computer programs for automation of retail pharmacy in International Class 9	1,448,230	Registered 07/21/87
Jewett Drug Co.	QUALITY PLUS (AND DESIGN)	Pharmaceuticals, namely, antacid, aspirin, allergy tablets, cough syrup, decongestant tablets, non-aspirin pain-reliever capsules, and vitamin and mineral supplements in International Class 5	1,444,781	Registered 06/30/87
Diversified Healthcare,	COMMUNITY	Indicating membership in an	2,612,379	Registered 08/27/02

<u>Owner</u>	<u>Mark</u>	<u>Goods/Services</u>	<u>REG. NO/Serial No.</u>	<u>Issue/Filing Date</u>
LLC	INDEPENDENT PHARMACY CIP (AND DESIGN)	association of pharmacies in International Class 200		
Diversified Healthcare, LLC	THE RX NETWORK	Pharmacies services in International Class 42	76/266,660	Filed 06/04/01
Diversified Healthcare, LLC	DHI (AND DESIGN)	Wholesale distributorships featuring pharmaceuticals, over the counter drug preparations, and health and beauty aids rendered to independent drug stores, chain drug stores, supermarket pharmacies, hospitals, clinics, nursing homes, managed care organizations and physicians in International Class 35	2,329,347	Registered 03/14/00
Diversified Healthcare, LLC	IPN INDEPENDENT PHARMACY NETWORK (AND DESIGN)	Indicating membership in an association of pharmacies in International Class 200	1,940,752	Registered 12/12/95
Diversified Healthcare, LLC	COMMUNITY INDEPENDENT PHARMACY CIP (AND DESIGN)	Indicating membership in an association of pharmacies in International Class 200	1,938,174	Registered 11/28/95
Diversified Healthcare, LLC	THE RX NETWORK (AND DESIGN)	Pharmacies services in International Class 42	1,967,493	Registered 04/09/96

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RECORDED: 04/02/2003

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