

12-30-2003

12-30-03

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

102634297

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 12-30-03 WALSH HEALTHCARE SOLUTIONS, INC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State ARKANSAS 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:

2. Name and address of receiving party(ies) Name: FLEET CAPITAL CORPORATION, as Agent

Internal One South Wacker Drive Address:

Street Address: Suite 1400

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,329,195

Additional number(s) attached Yes No

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

Name: Elizabeth Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive

Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Burns Name of Person Signing

Elizabeth Burns Signature

12-19-03 Date

Total number of pages including cover sheet, attachments, and document: 7

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

12/31/2003 LNUELLER 00000023 2329195

01 FC:8521

40.00 DP

TRADEMARK REEL: 002887 FRAME: 0604

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2003, between Walsh HealthCare Solutions, Inc., an Arkansas corporation ("Grantor"), 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 March 28, 2003, by and among D&K Healthcare Resources, Inc., a Delaware corporation, Jewett Drug Co., a South Dakota corporation, Diversified Healthcare, LLC, a Kentucky limited liability company, Medical & Vaccine Products, Inc. d/b/a Devictoria Medical, a Puerto Rico corporation (collectively, "Borrowers"), 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 Grantor shall have granted a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the Obligations of Borrowers 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, Grantor is 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, Grantor hereby agrees 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 Grantor granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter adopted or acquired by 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.

Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, a continuing first priority security interest in all of 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 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. Grantor hereby acknowledges and affirms 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 Grantor 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 Grantor 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, Grantor shall not 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 Grantor has no rights with respect to a particular item of Trademark Collateral.

[signature page follows]

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

WALSH HEALTHCARE SOLUTIONS, INC.

By Thomas S. Hilton
Name: Thomas S. Hilton
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

FLEET CAPITAL CORPORATION,
as Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security]

TRADEMARK
REEL: 002887 FRAME: 0608

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

WALSH HEALTHCARE SOLUTIONS, INC.

By _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

FLEET CAPITAL CORPORATION,
as Agent

By: *[Signature]*
Name: *[Signature]*
Title: *CEO*

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark: WALSHNET

Goods/Services: Computer software for use in inventory ordering, in Class 9.

Reg. #/Serial #: 2,329,195

Issue/Filing Date: Registered March 14, 2000

Status: Registered, Renewal due March 14, 2010

CH\649570.1

RECORDED: 12/30/2003

TRADEMARK
REEL: 002887 FRAME: 0610