

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Med-XS Solutions, Inc.		09/12/2005	CORPORATION: OHIO
8805, Inc.		09/12/2005	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Firstmerit Bank, N.A.		
Street Address:	101 West Prospect Avenue		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44115		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2718901	MED-XS SOLUTIONS, INC.	
Registration Number:	2702265	YOUR ONE SOURCE SOLUTION	
Registration Number:	2711080	MED XS SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(216)348-5474		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-348-5400		
Email:	ip@mcdonaldhopkins.com		
Correspondent Name:	Grant A. Monachino		
Address Line 1:	600 Superior Avenue, East		
Address Line 2:	Suite 2100		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Grant A. Monachino		
Signature:	/grantamonachino/		

CH \$90.00 2718901

Date:

09/22/2005

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of September 13, 2005, is made by and among **MED-XS SOLUTIONS, INC.**, an Ohio corporation ("**Med-XS**") and **8805, Inc.**, an Ohio corporation ("8805," and, collectively, with Med-XS, "**Borrower**" or "**Borrowers**"), and **FIRSTMERIT BANK, N.A.**, a national banking association ("**Bank**").

1. DEFINITIONS.

1.1 Credit and Security Agreement. Any capitalized term used, but not defined in, this Agreement will have the meaning given in the Credit and Security Agreement between Bank and Borrowers dated as of the date of this Agreement as the same may be amended, supplemented, amended and restated or otherwise modified from time to time (the "Credit and Security Agreement").

1.2 Other Definitional Provisions; Construction. Unless otherwise specified,

(i) As used in this Agreement, accounting terms relating to each Borrower not defined in this Agreement have the respective meanings given to them in accordance with GAAP.

(ii) References to the Uniform Commercial Code, or UCC, mean as enacted in the particular jurisdiction(s) encompassed by the reference.

(iii) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All Exhibits and Schedules attached to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes.

(iv) "Hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by each Borrower is to be taken promptly, unless the context clearly indicates the contrary.

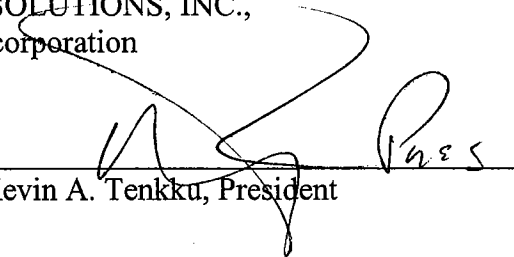
(v) All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the UCC will, unless the context indicates otherwise, have the meanings provided for now or hereafter in the UCC.

(vi) "material item of the Trademark Collateral" means each item of the Trademark Collateral unless, with respect to the applicable item of Trademark Collateral, the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not necessary in the conduct of such Borrower's business.

2. GRANT OF SECURITY. To secure the full, prompt and complete payment and performance of the Obligations, each Borrower hereby grants to, and creates in favor of Bank, a continuing security interest in, and Lien on, all of the Trademark Collateral. As used in this Agreement, "Trademark Collateral" means, collectively, (i) all of such Borrower's right, title and interest (including all goodwill associated therewith) in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (i) being collectively, the "Trademarks"); (ii) all renewals of each of the Trademarks; (iii) all income, royalties, damages and payments now and in the future due or payable under with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (iv) all rights to sue for past, present and future infringements of any and all Trademarks; (v) all rights corresponding to each of the Trademarks and goodwill associated therewith throughout the world; (vi) all rights of such Borrower as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 3.1) (such Borrower's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (vii) together in each case with the goodwill of such Borrower's business connected with the use of, and symbolized by, the Trademark Collateral. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, each Borrower ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from Trademark Collateral for purposes of this Agreement until there is actual use or registration with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, this Agreement has been duly executed by Borrowers as of September __, 2005.


MED-XS SOLUTIONS, INC.,
an Ohio corporation

By: 
Kevin A. Tenkku, President

STATE OF OHIO,

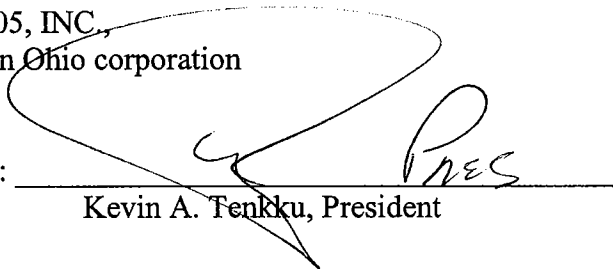
COUNTY OF CUYAHOGA, SS:

The foregoing instrument was acknowledged before me this 12th day of September, 2005.


Notary Public

S. RENEE PAPERFUSS
A Notary Public of the State of Ohio
My Commission Expires 8/26/07


8805, INC.,
an Ohio corporation

By: 
Kevin A. Tenkku, President

STATE OF OHIO,

COUNTY OF CUYAHOGA, SS:

The foregoing instrument was acknowledged before me this 12th day of September, 2005.



Notary Public

S. RENEE PAPERFUSS
A Notary Public of the State of Ohio
My Commission Expires 8/26/07

Accepted as of September __, 2005.

SCHEDULE I

TRADEMARKS

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS
MED-XS SOLUTIONS, INC	U.S.	2,718,901	May 27, 2003	Registered
YOUR ONE SOURCE SOLUTION	U.S.	2,702,265	April 1, 2003	Registered
	U.S.	2,711,080	April 29, 2003	Registered
Med One Source Solutions Program	U.S.	N/A	N/A	No application filed; common law rights

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