

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleet Capital Corporation, as Agent		08/30/2005	CORPORATION: RHODE ISLAND

RECEIVING PARTY DATA

Name:	D&K Healthcare Resources, Inc.
Street Address:	8235 Forsythe Boulevard
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	76173863	BETTER CARE FOR A BRIGHTER FUTURE
Serial Number:	76171412	PATIENT CONNECT
Registration Number:	2556969	MEDPLUS PHARMACY
Registration Number:	2556968	MEDPLUS PHARMACY
Registration Number:	2511430	MED PLUS MERCHANDISER
Registration Number:	2511429	MED PLUS MARKETSHARE
Registration Number:	2513745	MED PLUS PROMOTIONS FOR ALL YOUR SEASONAL AND SPECIALTY MERCHANDISE NEEDS
Registration Number:	2508434	MED PLUS PROMOTIONS
Registration Number:	2378784	MED PLUS AUTO-SHIP
Registration Number:	2508433	MED PLUS UP FRONT
Registration Number:	2508432	MED PLUS UP FRONT
Registration Number:	2376874	MED PLUS SOURCE
Registration Number:	2246672	D & K HEALTHCARE RESOURCES, INC.

CH \$390.00 76173863

Registration Number:	1874116	MED-PLUS
Registration Number:	1448230	SCRIPTMASTER

CORRESPONDENCE DATA

Fax Number: (314)612-2323
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 314-621-5070
Email: gashbrook@armstrongteasdale.com
Correspondent Name: Andrew B. Mayfield
Address Line 1: One Metropolitan Square, Suite 2600
Address Line 4: St. Louis, MISSOURI 63102-2740

ATTORNEY DOCKET NUMBER:	10319-2
NAME OF SUBMITTER:	Andrew B. Mayfield
Signature:	/ABM-ATLLP/
Date:	12/09/2005

Total Attachments: 3
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RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of August ____, 2005 by FLEET CAPITAL CORPORATION, AS AGENT ("FLEET").

WHEREAS, FLEET and D&K Healthcare Resources, Inc. a Delaware corporation ("Debtor"), entered into that certain Trademark Security Agreement, dated as of March 28, 2003 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted FLEET a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Debtor to FLEET (the "Obligations");

WHEREAS, FLEET recorded the Trademark Security Agreement on April 2, 2003 at Reel 002703, Frame 0908 in the United States Patent and Trademark Office; and

WHEREAS, Debtor has satisfied all of the Obligations and has requested that FLEET release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FLEET hereby agrees as follows:

FLEET hereby fully releases and terminates its security interests in and liens on:

(a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Debtor's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or of any license with respect thereto.

FLEET further agrees, at the sole cost and expense of Debtor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens,

including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, FLEET has caused this Release of Trademarks to be duly executed as of the day and year first above written.

FLEET CAPITAL CORPORATION, AS AGENT

By: Edward M. Bruch
Name: Edward M. Bruch
Title: SVP

SCHEDULE A

APPLICATION NUMBERS

76/173,863
76/171,412

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