

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
Nursing Home Quality, LLC		08/15/2008	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Medline Industries, Inc.		
Street Address:	One Medline Place		
City:	Mundelin		
State/Country:	ILLINOIS		
Postal Code:	60060		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3476135	ABAQIS	
CORRESPONDENCE DATA			
Fax Number:	(212)704-5987		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127046125		
Email:	karl.zielaznicki@troutmansanders.com		
Correspondent Name:	Karl M. Zielaznicki, Esq.		
Address Line 1:	405 Lexington Avenue		
Address Line 2:	Troutman Sanders LLP		
Address Line 4:	New York, NEW YORK 10174		
ATTORNEY DOCKET NUMBER:	033954.000008		
NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.		
Signature:	/kmz/		

OP \$40.00 3476135

Date:

08/27/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 15, 2008 (this "Agreement"), by and between Nursing Home Quality, LLC, a Colorado limited liability company (the "Company"), and Medline Industries, Inc., an Illinois corporation (the "Secured Party").

Pursuant to and in furtherance of that certain Security Agreement dated as of August 15, 2008 between the Company and the Secured Party (the "Security Agreement"), the parties hereto wish to execute and deliver this Agreement to further evidence the security interest granted to the Secured Party in the collateral described herein.

Therefore, the Company and the Secured Party hereby agree as follows:

SECTION 1. Security Interest. As security for the payment and performance of the "Obligations" (as such term is defined in the Security Agreement), the Company hereby grants a security interest to the Secured Party in and to all of the Company's right, title and interest in, to and under the following collateral, in each case whether now or hereafter existing or arising or in which the Company now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Trademark Collateral"):

(i) All present and future domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, whether registered or not, owned, developed, adopted, acquired or used by the Company, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of the Company relating to the distribution of products and services in connection with which any of such marks are used, all other rights of every kind whatsoever accruing thereunder or pertaining thereto, any and all royalties, payments, and other amounts payable to the Company in connection with the any of the foregoing, and the right to recover for all past, present, and future infringements of any of the foregoing, including, without limitation, all of the trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers described trademarks and applications therefor described in Schedule I hereto (collectively, the "Trademarks"); and

(ii) All licenses, contracts or other agreements, whether written or oral, naming the Company as licensor or licensee and providing for the grant of any right concerning any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses, contracts or agreements and the right to prepare for sale or lease and sell or lease any and all Inventory now or hereafter owned by the Company and now or hereafter covered by such licenses.

SECTION 2. Interpretation of this Agreement, Etc.

(a) Continuing Security Interest. This Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 7 hereof.

(b) Cumulative Remedies. The Company hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Trademark Collateral, whether established hereby, by the Security Agreement, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

(c) Secured Party's Right to Sue. Subject to any applicable cure or notice period in the Security Agreement, the Secured Party shall have the right after an Event of Default (as such term is defined in the Security Agreement), but shall in no way be obligated, to bring suit in its own name to enforce any rights in the Trademark Collateral and, if the Secured Party shall commence any such suit, the Company shall, at the request of the Secured Party and at its own expense, do any and all lawful acts and execute and deliver any and all proper documents reasonably required by the Secured Party in aid of such enforcement.

(d) Certain Definitions. If applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the means the Uniform Commercial Code as in effect in the State of Colorado (the "UCC").

(e) Rights under the Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 3. Certain Other Agreements of the Parties.

(a) Further Acts. On a continuing basis and at its sole expense, the Company shall make, execute, acknowledge and deliver all such instruments and

documents, and take all such action as necessary or advisable or may be reasonably requested by the Secured Party to carry out the intents and purposes of this Agreement, and for assuring, confirming or protecting the grant or perfection of the security interest granted herein, and to ensure the Company's compliance with this Agreement, and to enable the Secured Party to exercise and enforce its rights and remedies hereunder. The Secured Party may also, at the Company's sole expense, record this Agreement, or an abstract thereof, or any other document describing the Secured Party's interest in the Trademark Collateral with the United States Patent and Trademark Office. In addition, the Company authorizes the Secured Party to file financing statements at the Company's sole expense relating to the security interests granted herein in any UCC filing office deemed appropriate by the Secured Party which shall be reported to the Company in due course.

(b) Grant of Powers. Subject to any applicable cure or notice period in the Security Agreement, the Company hereby authorizes the Secured Party upon the occurrence of and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select, in their sole discretion, as the Company's true and lawful attorney-in-fact, with the power to (i) endorse the Company's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party to use or enjoy the Trademark Collateral, or (ii) take any other actions with respect to the Trademark Collateral as the Secured Party deems to be in the best interest of the Secured Party, or (iii) grant or issue any exclusive or non-exclusive license under the Trademark Collateral to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral. This power of attorney granted herein shall be irrevocable until the Obligations shall have been satisfied and paid in full. The Company hereby further acknowledges and agrees that the right to use or enjoy the Trademark Collateral granted to the Secured Party herein shall be worldwide, except as limited by any of the terms applicable to the Trademark Collateral, and without any liability for royalties or other charges from the Secured Party to the Company.

(c) Future Agreements. Unless consistent with past practices, until the Obligations shall have been satisfied and paid in full, the Company shall not sell or assign its interest in, or grant any license under, any of the Trademarks or enter into any other agreement with respect to the Trademark Collateral without the express written permission of the Secured Party which shall not be unreasonably withheld, delayed or conditioned.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Colorado without regard to its principles of conflict of laws.

SECTION 5. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Company, the Secured Party and their respective successors and assigns.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one in the same Agreement. Counterpart signatures transmitted by facsimile or by electronic transmission (*i.e.*, by e-mail) shall be acceptable.

SECTION 7. Termination. Upon payment and satisfaction in full of all Obligations, and at the Company's sole expense, the security interests created by this Agreement shall terminate and the Secured Party shall promptly execute and deliver to the Company (without any cost or expense to the Secured Party) any and all such documents and instruments reasonably requested by the Company as shall be necessary to evidence termination of all such security interests given by the Company to the Secured Party hereunder.

SECTION 8. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.


[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

NURSING HOME QUALITY, LLC
a Colorado limited liability company

By: _____
Name: Peter J. Kramer
Title: Manager
Address: 7600 E. Arapahoe Road
Suite 308
Centennial, CO 80112

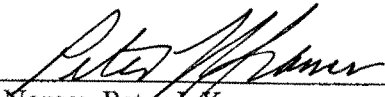
MEDLINE INDUSTRIES, INC.
an Illinois Corporation

By:  _____
Name: Alex Liberman
Title: General Counsel
Address: One Medline Place
Mundelin, IL 60060

[Signature Page to Trademark Security Agreement]

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NURSING HOME QUALITY, LLC
a Colorado limited liability company

By: 
Name: Peter J. Kramer
Title: Manager
Address: 7600 E. Arapahoe Road
Suite 308
Centennial, CO 80112

MEDLINE INDUSTRIES, INC.
an Illinois Corporation

By: _____
Name: Alex Liberman
Title: General Counsel
Address: One Medline Place
Mundelin, IL 60060

[Signature Page to Trademark Security Agreement]

SCHEDULE I

To the Trademark Security Agreement

Company: Nursing Home Quality, LLC

Registered Trademarks and Applications

TRADEMARK or APPLICATION	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
ABAQIS	3,476,135	July 29, 2008