

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
Profero Solutions, LLC		08/26/2008	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative and Collateral Agent		
Street Address:	One Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77513081	PROFERO SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(617)316-8263		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6172390632		
Email:	agrandy@eapdlaw.com		
Correspondent Name:	Adam M. Grandy		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Edwards Angell Palmer & Dodge LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	202164-11		
NAME OF SUBMITTER:	Adam M. Grandy		
Signature:	/Adam M. Grandy/		

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Date:

09/04/2008

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This TRADEMARK COLLATERAL AGREEMENT (this "Agreement"), dated as of August 26, 2008, by and between the undersigned grantor (the "Grantor"), and Bank of America, N.A., acting in the capacity as administrative and collateral agent for the benefit of itself and the other Secured Parties (in such capacity, the "Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Amended and Restated Credit and Security Agreement, dated as of March 31, 2006, as amended (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GW Premier America, Inc. (formerly known as American Crystal Holdings, Inc.), a Delaware corporation ("Holdings"), Profero Solutions, LLC, a Delaware limited liability company, and certain affiliates of Holdings, as joint and several co-borrowers (the "Borrowers"), the Guarantors party thereto from time to time, the Lenders party thereto from time to time, the Agent, the Issuing Lender and the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers.

WHEREAS pursuant to the Credit Agreement, the Grantor granted to the Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance of all Obligations of the Credit Parties under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademark Collateral (except intent-to-use applications until such time as a verified statement of use is filed with respect to such application) and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantor's right, title and interest in the Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property, including the

trademarks listed in Schedule A, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

Section 4. Credit Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Credit Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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

GRANTOR:

PROFERO SOLUTIONS, LLC
(successor by merger to Profero Solutions, Inc., formerly known
as NI Medical Support, Inc., formerly known as NI Crystal
Medical Support, Inc.)

By: 

Name: Daniel A. Lasman

Title: Assistant Treasurer

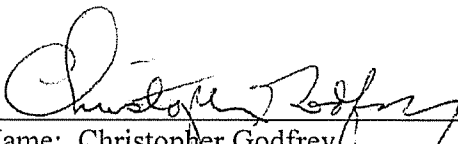
[Trademark Assignment Agreement Signature Page]

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TRADEMARK
REEL: 003846 FRAME: 0604

AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent and Collateral Agent

By: 
Name: Christopher Godfrey
Title: Senior Vice President

[Trademark Assignment Agreement Signature Page]

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TRADEMARK
REEL: 003846 FRAME: 0605

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

Profero Solutions, LLC

<u>Trademark</u>	<u>Reg/App Number</u>
PROFERO SOLUTIONS	Application No.: 77/513,081