

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
Cardinal Health 208, Inc.		08/29/2008	CORPORATION:

RECEIVING PARTY DATA	
Name:	Fifth Third Bank (Chicago)
Street Address:	222 South Riverside Plaza
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2325106	BIONAVIGATION
Registration Number:	2157681	CLOG ZAPPER
Registration Number:	1975248	CORFLO
Registration Number:	2204533	CORFLO-CUBBY
Registration Number:	1889217	CORLOCK
Registration Number:	2323963	CORPAK
Registration Number:	1578823	CORPAK
Registration Number:	1607973	CORPAK
Registration Number:	1261613	CORPAK
Registration Number:	1474046	CORPAK CUB
Registration Number:	1765237	CORPORT
Registration Number:	1380266	CORSAFE
Registration Number:	1523391	CORSCOPE
Registration Number:	1675547	CORTRAC

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Registration Number:	3013548	CORTRAK
Registration Number:	1709871	CRUZ
Registration Number:	2209647	ENTERALLY SPEAKING, NOBODY DELIVERS BETTER!
Registration Number:	1450168	FARRELL
Registration Number:	2339532	NAVIGATOR
Registration Number:	2167576	MAPCATH
Registration Number:	1379035	POLAR BAG
Registration Number:	1523159	PRO-MIX
Registration Number:	3318248	ENTERALLY SPEAKING, NOBODY DELIVERS PATIENT SAFETY BETTER!
Registration Number:	2178297	NAVION
Registration Number:	1261614	CORPAK
Registration Number:	1555450	
Registration Number:	1574658	
Registration Number:	2178298	NAVION BIOMEDICAL

CORRESPONDENCE DATA

Fax Number: (312)876-1155
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipmail@dykema.com
 Correspondent Name: Dykema Gossett
 Address Line 1: 10 South Wacker Drive
 Address Line 2: Suite 2300
 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	101994-0002
NAME OF SUBMITTER:	Gregory M. Zinkl
Signature:	/Gregory Zinkl/
Date:	09/09/2008

Total Attachments: 10

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TRADEMARK

REEL: 003849 FRAME: 0216

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made as of the 29th day of August, 2008, by and between CARDINAL HEALTH 208, INC., a Delaware corporation, which intends to change its name to CORPAK MEDSYSTEMS, INC. ("Grantor"), which has its chief executive office located at 100 Chaddick Drive, Wheeling, Illinois 60090, and FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation ("Lender"), whose address is 222 South Riverside Plaza, Chicago, Illinois 60606.

W I T N E S S E T H

WHEREAS, Grantor, Medsystems Holdings, Inc., a Delaware corporation ("Medsystems Holdings"), and together with Grantor, "Borrowers"), and Lender are parties to a certain Loan and Security Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement") and other related loan documents dated as of even date herewith (collectively, with the Loan Agreement, and as each may be amended, restated, modified or supplemented and in effect from time to time, the "Loan Documents"), which Loan Documents provide: (i) for Lender to, from time to time, extend credit to or for the account of Borrowers; and (ii) for the grant by each Borrower to Lender of a security interest in substantially all of such Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the

world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Grantor warrants and represents to Lender that:

- (i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;
- (ii) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;
- (iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and
- (iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Borrowers' Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, Grantor shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark (excluding license agreements) which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Grantor represents and warrants that, based on a diligent investigation by Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before Borrowers' Obligations shall have been satisfied in full or before the Loan Documents have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Lender, or (ii) obtain ownership of any Trademarks, which ownership was not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto, and Grantor shall give to Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrowers' Obligations and the termination of the Loan Documents. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Grantor.

7. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuance of an Event of Default,

Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrowers' Obligations and termination of the Loan Documents, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Documents.

9. Expenses. All expenses incurred in connection with the filing of this Security Agreement shall be borne by Grantor.

10. Duties of Grantor. Grantor shall have the duty within Grantor's reasonable business judgment (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrowers' Obligations shall have been paid in full and the Loan Documents have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrowers' Obligations under this Section 10 shall be borne by Grantor.

11. Lender's Right to Sue. After an Event of Default, and during the continuance thereof, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be

exercised singularly or concurrently. Grantor hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrowers' Obligations shall have been paid in full and the Loan Documents have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Documents.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Security Agreement as of the date first written above.

CARDINAL HEALTH 208, INC., a Delaware corporation, which intends to change its name to **CORPAK MEDSYSTEMS, INC.**

By: _____

Name: Thomas Kuhn

Title: President and Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK (CHICAGO),
a Michigan banking corporation

By: _____

Name: _____

Title: _____

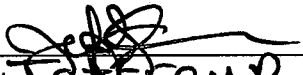
IN WITNESS WHEREOF, Assignor has duly executed this Trademark Security Agreement as of the date first written above.

CARDINAL HEALTH 208, INC., a Delaware corporation, which intends to change its name to **CORPAK MEDSYSTEMS, INC.**

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK (CHICAGO),
a Michigan banking corporation

By: 
Name: Jeffrey R. Garphes
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

1. BIONAVIGATION, registered with the United States Patent and Trademark Office (Registration No. 2,325,106; Serial No. 75/305,014).
2. CLOG ZAPPER, registered with the United States Patent and Trademark Office (Registration No. 2,157,681; Serial No. 75/193,680).
3. CORFLO, registered with the United States Patent and Trademark Office (Registration No. 1,975,248; Serial No. 74/488,493).
4. CORFLO, registered with the Institut National De La Propriete Industrielle (France) (Registration No. 94519956).
5. CORFLO, registered with the German Patent and Trademark Office (Registration No. DE2095922).
6. CORFLO, registered with the UK Intellectual Property Office (Trade Mark No. 1,572,377).
7. CORFLO CUBBY, registered with the Canadian Intellectual Property Office (Registration No. TMA528682).
8. CORFLO-CUBBY, registered with the United States Patent and Trademark Office (Registration No. 2,204,533; Serial No. 75/294,822).
9. CORLOCK, registered with the United States Patent and Trademark Office (Registration No. 1,889,217; Serial No. 74/406,162).
10. CORPAK, registered with the United States Patent and Trademark Office (Registration No. 2,323,963; Serial No. 75/632,320).
11. CORPAK, registered with the United States Patent and Trademark Office (Registration No. 1,578,823; Serial No. 73/791,437).
12. CORPAK, registered with the United States Patent and Trademark Office (Registration No. 1,607,973; Serial No. 73/744,450).
13. CORPAK, registered with the United States Patent and Trademark Office (Registration No. 1,261,613; Serial No. 73/373,739).
14. CORPAK, registered with IP Australia (Trade Mark No. 496,231).
15. CORPAK, registered with the German Patent and Trademark Office (Registration No. DE1178962).

16. CORPAK, registered with the Spain Ministry of Industry, Tourism, and Commerce (Registration No. M1275441).
17. CORPAK, registered with the Switzerland Federal Institute of Intellectual Property (Trademark No. 367,243; Application No. 07299/1988).
18. CORPAK CUB, registered with the United States Patent and Trademark Office (Registration No. 1,474,046; Serial No. 73/643,041)
19. CORPORT, registered with the United States Patent and Trademark Office (Registration No. 1,765,237; Serial No. 74/167,912).
20. CORSAFE, registered with the United States Patent and Trademark Office (Registration No. 1,380,266; Serial No. 73/545,431).
21. CORSCOPE, registered with the United States Patent and Trademark Office (Registration No. 1,523,391; Serial No. 73/738,836).
22. CORTRAC, registered with the United States Patent and Trademark Office (Registration No. 1,675,547; Serial No. 74/050,405).
23. CORTRAK, registered with the United States Patent and Trademark Office (Registration No. 3,013,548; Serial No. 76/408,203).
24. CORTRAK, registered with IP Australia (Trade Mark No. 945,780).
25. CORTRAK, registered with the Canadian Intellectual Property Office (Registration No. TMA661640).
26. CORTRAK, registered as a Community Trade Mark with the European Union Office for Harmonization in the Internal Market, Trade Marks and Designs (Registration No. 003077161).
27. CORTRAK, registered with the Japan Patent Office (Registration No. 0004712883; Application No. 2003-018176).
28. CRUZ, registered with the United States Patent and Trademark Office (Registration No. 1,709,871; Serial No. 74/186,664).
29. ENTERALLY SPEAKING, NOBODY DELIVERS BETTER!, registered with the United States Patent and Trademark Office (Registration No. 2,209,647; Serial No. 75/250,921).
30. FARRELL, registered with the United States Patent and Trademark Office (Registration No. 1,450,168; Serial No. 73/632,411).
31. NAVIGATOR, registered with the United States Patent and Trademark Office (Registration No. 2,339,532; Serial No. 75/305,010).

32. MAPCATH, registered with the United States Patent and Trademark Office (Registration No. 2,167,576; Serial No. 75/304,907).
33. POLAR BAG, registered with the United States Patent and Trademark Office (Registration No. 1,379,035; Serial No. 73/540,584).
34. PRO-MIX, registered with the United States Patent and Trademark Office (Registration No. 1,523,159; Serial No. 73/737,144)
35. Standard character mark, ENTERALLY SPEAKING, NOBODY DELIVERS PATIENT SAFETY BETTER!, registered with the United States Patent and Trademark Office (Registration No. 3,318,248; Serial No. 78/951,174).

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BETTER!

36. CORPAK, registered with the UK Intellectual Property Office (Trade Mark. No. 1,302,476).
37. CORPAK, registered with the Institut National De La Propriete Industrielle (France) (Registration No. 1,234,312; App. No. 25,337).
38. CORPAK CUB, USPTO Registration No. 1,474,046) – grace period expired 7/26/08 for Sections 8 & 9 (Renewal).
39. NAVION, registered with the United States Patent and Trademark Office (Registration No. 2,178,297; Serial No. 75/304,908).
40. Design plus words, letters, and/or numbers, CORPAK, registered with the United States Patent and Trademark Office (Registration No. 1,261,614; Serial No. 73/376,626):



41. Design only, registered with the United States Patent and Trademark Office (Registration No. 1,555,450; Serial No. 73/745,523):



42. Design only, registered with the United States Patent and Trademark Office
(Registration No. 1,574,658; Serial No. 73/791,436):



43. Design plus words, letters, and/or numbers, NAVION BIOMEDICAL, registered
with the United States Patent and Trademark Office (Registration No. 2,178,298;
Serial No. 75/304,910):

