

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/25/2008	Bank:

RECEIVING PARTY DATA	
Name:	AMERISOURCEBERGEN CORPORATION
Street Address:	175 Kelsey Lane
City:	Tampa
State/Country:	FLORIDA
Postal Code:	36301
Entity Type:	CORPORATION:
Name:	PMSI, Inc.
Street Address:	175 Kelsey Lane
City:	Tampa
State/Country:	FLORIDA
Postal Code:	36301
Entity Type:	CORPORATION:
Name:	Tmesys, Inc.
Street Address:	175 Kelsey Lane
City:	Tampa
State/Country:	FLORIDA
Postal Code:	36301
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2773057	PMSI
Registration Number:	2829024	PMSI

OP \$90.00 2773057

Registration Number:

1806373

TMESYS

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

33750

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

09/26/2008

Total Attachments: 5

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): JPMorgan Chase Bank, N.A.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other </p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>AMERISOURCEBERGEN CORPORATION</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>175 Kelsey Lane</u></p> <p>City: <u>Tampa</u> State: <u>Florida</u> Zip: <u>36301</u></p> <p> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State <u>DE</u> <input type="checkbox"/> Other _____ </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other : Trademark Release </p> <p>Execution Date: <u>September 25, 2008</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) PLEASE SEE ATTACHED</p> <p>B. Trademark Registration No.(s) PLEASE SEE ATTACHED</p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Penelope J.A. Agodoa</u></p> <p>Internal Address: <u>IP Research Plus, Inc.</u></p> <p>Street Address: <u>21 Tadcaster Circle</u></p> <p>City <u>Waldorf</u> State: <u>MD</u> Zip: <u>20602</u></p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41).....\$ _____</p> <p> <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account </p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
<p>DO NOT USE THIS SPACE</p>	
<p>9. Statement and signature.</p> <p><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <p>Jeffrey Laub _____</p> <p>Name of Person Signing Signature Date <u>9/25/2008</u></p> <p>Total number of pages including cover sheet, attachments, and document: 4</p>	

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Additional Receiving Parties

PMSI, Inc.

Tmesys, Inc.

TRADEMARK RELEASE

THIS RELEASE dated as of September 25, 2008 between AMERISOURCEBERGEN CORPORATION., a Delaware corporation (the "Borrower") and JPMorgan Chase Bank, N.A ("JPMorgan") as collateral agent (in such capacity, the "Collateral Agent"). Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreements referred to below.

A. Reference is made to the Credit Agreement dated as of August 29, 2001, (as amended and restated prior to the date hereof, the "Credit Agreement") among the Borrower, the lenders party thereto (the "Lenders"), JPMorgan Chase Bank (predecessor to JPMorgan), as Administrative Agent, Collateral Agent and Issuing Bank.

B. Reference is made to (i) the Guarantee Agreement dated as of August 29, 2001 (as amended, supplemented or otherwise modified prior to the date hereof, the "Guarantee Agreement") among each of the Subsidiaries from time to time party thereto and the Collateral Agent, and (ii) the Security Agreement dated as of August 29, 2001 among the Borrower, each of the Subsidiaries from time to time party thereto and the Collateral Agent (as amended, supplemented or otherwise modified prior to the date hereof, the "Security Agreement" and together with the Guarantee Agreement, the "Security Agreements").

C. Pursuant to the Security Agreements, among other things, the Borrower granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, the Trademark Collateral of PMSI, Inc. and Tmesys, Inc. as set forth on Annex I hereto (the "Trademarks"), which security interest was recorded with the United States Patent & Trademark Office.


D. The Borrower has informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Collateral Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademarks granted under the Security Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all the Collateral Agent's right, title and interest (including, without limitation, security interests) in and to the Trademarks set forth on Annex I attached hereto, shall automatically terminate as provided in the Security Agreements, and the Collateral Agent hereby terminates, releases and discharges its security interest in the Trademarks.

THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

By 
Name: **BARBARA R. MARKS**
Title: **EXECUTIVE DIRECTOR**

I. Registered Trademarks

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Date Registered</u>	<u>Country of Registration</u>
PMSI, Inc.	PMSI AND DESIGN	2773057	10/14/2003	United States
PMSI, INC.	PMSI	2829024	4/6/2004	United States
Tmesys, Inc.	TMESY	1806373	11/23/1993	United States