

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Druzak Medical, Inc. | | 09/12/2008 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | McKesson Medical-Surgical Minnesota Supply Inc. | | |
| Street Address: | 8121 10th Avenue North | | |
| City: | Golden Valley | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55427 | | |
| Entity Type: | CORPORATION: | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2632820 | TREETOP SHOPPER | |
| Registration Number: | 2696336 | AU PAIR | |
| Registration Number: | 3305736 | NAPS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (602)229-5690 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | noehler@quarles.com, hbuchta@quarles.com | | |
| Correspondent Name: | Heather L. Buchta | | |
| Address Line 1: | Two North Central Avenue | | |
| Address Line 2: | One Renaissance Square | | |
| Address Line 4: | Phoenix, ARIZONA 85004-2391 | | |
| ATTORNEY DOCKET NUMBER: | 641138.00167 | | |
| NAME OF SUBMITTER: | Heather L. Buchta | | |
| Signature: | /Heather L. Buchta/ | | |

CH \$90.00 2632820

Date:

10/17/2008

Total Attachments: 5

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT ("Assignment") is made and entered into as of the 12th day of September, 2008 (the "Effective Date") by and between DRUZAK MEDICAL, INC., a Pennsylvania corporation ("Assignor") and McKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC., a Minnesota corporation ("Assignee"). Capitalized terms used but not defined herein shall have the meanings given to such terms in that certain Asset Purchase Agreement dated July 2, 2008, as amended, by and among the Assignee, the Assignor and Jeffrey G. and Cheri L. Druzak and Leonard C. and Mary L. Kutzko (collectively, the "Shareholders") (the "Purchase Agreement").

WHEREAS, Assignee is acquiring certain of the assets employed by Assignor in connection with the Business pursuant to the Purchase Agreement;

WHEREAS, in connection with the Purchase Agreement, Assignee shall acquire from Assignor, all of Assignor's right, title and interest in and to the trademarks set forth on Exhibit A attached hereto (collectively, the "Marks"), including the goodwill associated therewith, and the domain names set forth on Exhibit A attached hereto (the "Domain Names").

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto promise and agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to: (a) the Marks, (b) the Domain Names, (c) any applications or registrations therefor, together with all common law rights therein, (d) all goodwill symbolized by and associated with the foregoing, (e) all income, royalties and payments hereafter due or payable, if any, to Assignor with respect to the foregoing, and all rights of action to recover for the foregoing, and (f) all rights of actions and damages and profits for past, present and future infringement of the foregoing (collectively, the "Assigned Rights").

2. Assignor agrees that, upon request of Assignee, Assignor and Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of truthful testimony, that may be necessary or reasonably requested by Assignee for obtaining, sustaining, maintaining, renewing or enforcing the Assigned Rights, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to the Assigned Rights. Assignee will reimburse any out-of-pocket expenses incurred by Assignor or Assignor's legal representatives and assigns in connection with the foregoing. In the event that Assignee is unable after reasonable attempt to secure Assignor's signature to any document in connection with the foregoing, Assignor hereby constitutes and appoints Assignee as the Assignor's true and lawful attorney in fact, with full power of substitution in the Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any

kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

3. This Assignment shall be binding upon the parties hereto and their respective successors, legal representatives and permitted assigns.

4. All notices or other communications required or permitted to be given hereunder shall be deemed given to either of the parties hereto if given in the manner set forth in the Purchase Agreement.

5. This Assignment and all matters arising from or related to this Assignment or the subject matter hereof shall be governed by and construed in accordance with the laws of the State of California.

6. The provisions of this Assignment are subject in all respects to the terms of the Purchase Agreement, which shall control in the event of any inconsistencies between the terms and conditions hereof and the terms and conditions therein.

7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Assignment may be executed in facsimile copy with the same binding effect as the original.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the undersigned have executed this Trademark and Domain Name Assignment as of the day, month and year first above written.

ASSIGNOR:
DRUZAK MEDICAL, INC.

By: 
Print Name: Jeffrey G. Druzak
Title: President

ASSIGNEE:
McKESSON MEDICAL-SURGICAL
MINNESOTA SUPPLY INC.

By: _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Trademark and Domain Name Assignment as of the day, month and year first above written.

ASSIGNOR:
DRUZAK MEDICAL, INC.

By: _____
Print Name: Jeffrey G Druzak
Title: President

ASSIGNEE:
McKESSON MEDICAL-SURGICAL
MINNESOTA SUPPLY INC.

By: Willie C. Bogan
Print Name: Willie C. Bogan
Title: Vice President + Secretary

Exhibit A

Trademarks:

| Trademark | Application / Registration Number | Application / Registration Date |
|------------------------|-----------------------------------|---------------------------------|
| TREETOP SHOPPER | 2,632,820 | October 8, 2002 |
| AU PAIR | 2,696,336 | March 11, 2003 |
| NAPS | 3,305,736 | October 9, 2007 |

Domain Names:

| Domain Name | Registrar | Registration Date |
|---------------------------|--------------------|-------------------------|
| treetopshopper.com | Godaddy.com | January 25, 2000 |