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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
Medical Action Industries Inc.		08/27/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Assocation: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2796857	ACTI TRED
Registration Number:	1762395	ACTISORB
Registration Number:	1721354	CEPTI-SEAL
Serial Number:	77607595	MAI
Registration Number:	1513498	MEDICAL ACTION
Serial Number:	85097160	MAI+
Serial Number:	85097170	MAI+PLUS
Serial Number:	77607579	RIGHT. FROM THE BEGINNING.
Registration Number:	2344662	SEPRO NET
Registration Number:	2552439	SOF-KRIMP
Registration Number:	1193420	TOSS-A-WAY
Registration Number:	1238165	TUBEGAUZ
Serial Number:	77902855	URI-CLIP
Serial Number:	85097147	URI+
		TRADEMARK

REEL: 004268 FRAME: 0898

URI+PLUS Serial Number: 85097157 **CORRESPONDENCE DATA** (214)981-3400 Fax Number: Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 214-981-3483 Email: dclark@sidley.com Correspondent Name: Dusan Clark, Esq. Address Line 1: Sidley Austin LLP Address Line 2: 717 N. Harwood St., Suite 3400 Address Line 4: Dallas, TEXAS 75201 ATTORNEY DOCKET NUMBER: 36084-37420 NAME OF SUBMITTER: Dusan Clark Signature: /Dusan Clark/ 08/27/2010 Date: Total Attachments: 4 source=FULLY EXECUTED - Confirmatory Grant (Medical Action-Trademarks)#page1.tif

source=FULLY EXECUTED - Confirmatory Grant (Medical Action-Trademarks)#page2.tif source=FULLY EXECUTED - Confirmatory Grant (Medical Action-Trademarks)#page3.tif source=FULLY EXECUTED - Confirmatory Grant (Medical Action-Trademarks)#page4.tif

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Confirmatory Grant</u>") is made effective as of August 27, 2010 by and from MEDICAL ACTION INDUSTRIES INC., a Delaware corporation ("<u>Grantor</u>") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "<u>Grantee</u>").

WHEREAS, Grantor, the Lenders and Grantee have entered into an Amended and Restated Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of Grantor have guaranteed the repayment of the Secured Obligations pursuant to an Amended and Restated Guaranty dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into an Amended and Restated Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on <u>Exhibit A</u> attached hereto (the "<u>Trademarks</u>"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) <u>The Security Interest.</u>

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.
- (b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with

such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

- 3) <u>Counterparts</u>. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 4) <u>Governing Law.</u> This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

MEDICAL ACTION INDUSTRIES INC.

Name: Paul D. Meringolo
Title: Chief Executive Officer and President

Confirmatory Grant of Security Interest In United States Trademarks

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Country	Ser. No./ Reg No.
MEDICAL ACTION*	Brazil	829936750
MELT-A-WAY & DESIGN	Canada	290,825
		TMA154281
MEDICAL ACTION & DESIGN	Canada	610,156
		TMA 367650
ACTIMED	China	6904677
ACTIMED	China	6904676
MEDICAL ACTION	China	7035499
ACTI-TRED	US	76/417,986
		2796857
ACTISORB	US	74/297,777
		1762395
CEPTI-SEAL	US	74/239,662
		1721354
MAI & DESIGN*	US	77/607595
MEDICAL ACTION	US	73/707589
		1513498
MAI+*	US	85/097,160
MAI+PLUS*	US	85/097,170
RIGHT.FROM THE BEGINNING*	US	77/607,579
SEPRO NET	US	75/541,113
		2344662
SOF KRIMP	US	76/237,920
		2552439
TOSS-A-WAY	US	73/229,454
		1193420
TUBEGAUZ	US	73/349,440
		1238165
URI-CLIP*	US	77/902,855
URI+*	US	85/097,147
URI PLUS*	US	85/097,157

^{*} Indicates applications are currently pending.

US 528828v.1

RECORDED: 08/27/2010