

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
Avid Medical, 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 Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77490514	AVID
Registration Number:	3787956	AVID MEDICAL
Registration Number:	2766180	AVID MEDICAL
Registration Number:	3787955	A
Registration Number:	3787954	A
Serial Number:	77490631	A AVID MEDICAL THE CUSTOM PROCEDURE TRAY COMPANY
Registration Number:	3787957	A AVID MEDICAL
Registration Number:	3793800	A AVID MEDICAL
Registration Number:	3787953	TRUCUSTOM
Registration Number:	3787952	TRUCUSTOM
Registration Number:	3787951	TRUCUSTOM
Registration Number:	2023387	REGANES

CORRESPONDENCE DATA

900170445

**TRADEMARK
 REEL: 004268 FRAME: 0919**

CH \$315.00 77490514

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ATTORNEY DOCKET NUMBER:	36084-37420
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	08/27/2010

Total Attachments: 4
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**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 "Confirmatory Grant") is made effective as of August 27, 2010 by and from AVID MEDICAL, INC., a Delaware corporation ("Grantor") 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, "Grantee").

WHEREAS, Medical Action Industries Inc. (the "Company"), 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, Grantor and certain other Subsidiaries of the Company 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, the Company, Grantor and certain other Subsidiaries of the Company 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 Exhibit A attached hereto (the "Trademarks"), 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) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(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) Counterparts. 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) Governing Law. 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.

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

AVID MEDICAL, INC.

By: 

Name: Paul D. Meringglo

Title: Chief Executive Officer and President

Confirmatory Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 004268 FRAME: 0923

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Country	Ser. No./ Reg No.
AVID (typed)*	US	77/490,514
AVID MEDICAL	US	77/490,576 3787956
AVID MEDICAL	US	76/295,546 2766180
A (Stylized)	US	77/490,567 3787955
A (Stylized)(Black & White)	US	77/490,551 3787954
A AVID MEDICAL THE CUSTOM PROCEDURE TRAY COMPANY (Stylized)*	US	77/490,631
A AVID MEDICAL	US	77/490,596 3787957
A AVID MEDICAL	US	77/490,613 3793800
TRUCUSTOM (& DESIGN)	US	77/490,464 3787953
TRUCUSTOM (& DESIGN)	US	77/490,440 3787952
TRUCUSTOM	US	77/490,418 3787951
REGANES	US	74/727,622 2023387