

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
Metro-Pacifica, LLC		06/21/2011	LIMITED LIABILITY COMPANY: TENNESSEE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	1349 W. Peachtree Street NW
Internal Address:	Suite 1050
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3832528	NITRISENSE
Registration Number:	2052692	PACIFICA
Registration Number:	2822681	CLINIKLEEN
Registration Number:	2822682	CONTROLPLUS
Registration Number:	2850430	EXTRA CARE
Registration Number:	2888743	L-TOUCH
Registration Number:	2850429	PACIFCA...FOR EXTRA CARE
Registration Number:	2850432	SUPER CARE
Registration Number:	2804651	STREAMLINER
Registration Number:	3122469	SUPER STOPPERS
Serial Number:	77590126	TACTILEX
Serial Number:	85192994	METRO-PACIFICA
Serial Number:	85193943	TRI-POLY

TRADEMARK

900195070

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CH \$340.00 3832528

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-420-5527
Email: rjk@phrd.com
Correspondent Name: Rhonda J. Kenyeri, Paralegal -- PHRD
Address Line 1: 285 Peachtree Center Avenue
Address Line 2: Suite 1500
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	5136-2
NAME OF SUBMITTER:	Bobbi Accord
Signature:	/ba/
Date:	06/21/2011

Total Attachments: 7
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of June 21, 2011 is made by **METRO-PACIFICA, LLC**, a Tennessee limited liability company (the "Grantor"), having an address at 200 Cumberland Bend, Nashville, Tennessee 37228, in favor of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, with an office at 1349 West Peachtree Street NW, Suite 1050, Atlanta, Georgia 30309, as agent (in such capacity the "Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of June 21, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among **METRO MEDICAL SUPPLY, INC.**, a Tennessee corporation ("Parent"), **ORTEM, INC.**, a Tennessee corporation ("Ortem"), **METRO MEDICAL PHARMACY, INC.**, a Tennessee corporation ("MMP"), **METRO MEDICAL PARTNERS, INC.**, a Tennessee corporation ("Partners"), **CONSOLIDATED PURCHASING GROUP, INC.**, a Tennessee corporation ("CPG"), Grantor, and **BELLWETHER ONCOLOGY ALLIANCE, INC.**, a Tennessee corporation ("Bellwether"; Parent, Ortem, MMP, Partners, CPG, Grantor and Bellwether, each, a "Borrower" and collectively, the "Borrowers"), the Lenders, and the Agent..

W I T N E S S E T H:

WHEREAS, in connection with that certain Amended and Restated Security Agreement and Pledge Agreement dated June 21, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Borrowers in favor of the Agent, for the benefit of the Secured Parties under (and as defined in) the Credit Agreement, the parties have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein, and the parties have agreement to secure such extensions of credit with the collateral described in the Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to, among other things, grant to the Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including, without limitation, all Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Notice of Grant of Security Interest. Pursuant to the Security Agreement, the Grantor assigns and grants to the Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in all of its right, title and interest in, to and under the Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and

Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank;
Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

METRO-PACIFICA, LLC

By: _____

Bart Ashley, Chief Manager

U.S. BANK NATIONAL ASSOCIATION,
as Agent

By: _____

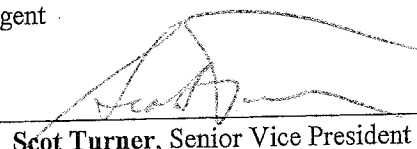
Scot Turner, Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

METRO-PACIFICA, LLC

By: _____
Bart Ashley, Chief Manager

U.S. BANK NATIONAL ASSOCIATION,
as Agent

By:  _____
Scot Turner, Senior Vice President

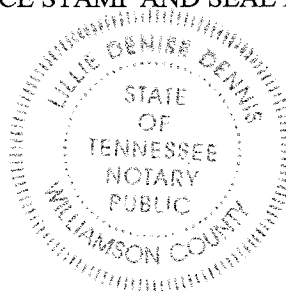
STATE OF Tennessee)
) ss
COUNTY OF Davidson)

On the 22 day of June, 2011, before me personally came Bart Ashley, who is personally known to me to be the Chief Manager of **METRO-PACIFICA, LLC**, a Tennessee limited liability company; who, being duly sworn, did depose and say that she/he is the Chief Mgr in such corporation, the company described herein and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the company; and that she/he acknowledged said instrument to be the free act and deed of said company.

Lillie Denise Dennis
Notary Public

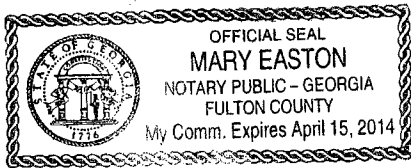
My commission expires: Jan 15 2012

(PLACE STAMP AND SEAL ABOVE)



STATE OF)
) ss
COUNTY OF)

On the 21st day of June, 2011, before me personally came Scot Turner, who is personally known to me to be a Senior Vice President of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association; who, being duly sworn, did depose and say that she/he is the/a Senior Vice President in such association, the association described herein and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by such association; and that she/he acknowledged said instrument to be the free act and deed of said association.



Mary Easton

Notary Public

My commission expires: 4-15-14

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A
to Notice of Grant of Security Interests in Trademark Rights

U.S. Trademark Registrations and Applications

Grantor	U.S. Trademark	Registration No.	Date of Registration
Metro-Pacifica, LLC	NITRISENSE	3,832,528	08/10/2010
Metro-Pacifica, LLC	PACIFICA	2,052,692	04/15/1997
Metro-Pacifica, LLC	CLINIKLEEN	2,822,681	03/16/2004
Metro-Pacifica, LLC	CONTROLPLUS	2,822,682	03/16/2004
Metro-Pacifica, LLC	EXTRA CARE	2,850,430	06/08/2004
Metro-Pacifica, LLC	L-TOUCH	2,888,743	09/28/2004
Metro-Pacifica, LLC	PACIFICA...FOR EXTRA CARE	2,850,429	06/08/2004
Metro-Pacifica, LLC	SUPER CARE	2,850,432	06/08/2004
Metro-Pacifica, LLC	STREAMLINER	2,804,651	01/13/2004
Metro-Pacifica, LLC	TACTILEX	77/590,126	10/10/2008
Metro-Pacifica, LLC	METRO-PACIFICA	85/192,994	12/09/2010
Metro-Pacifica, LLC	TRI-POLY	85/193,943	12/09/2010
Metro-Pacifica, LLC	SUPER STOPPER	3,122,469	08/01/2006

Notice of Grant of Security Interest in Trademark Rights

RECORDED: 06/21/2011

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