

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PSS World Medical, Inc.		11/16/2011	CORPORATION: FLORIDA
Gulf South Medical Supply, Inc.		11/16/2011	CORPORATION: DELAWARE
Dispensing Solutions, Inc.		11/16/2011	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Agent
<b>Street Address:</b>	300 Galleria Parkway
<b>Internal Address:</b>	Suite 800
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30339
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 64**

Property Type	Number	Word Mark
Registration Number:	3255140	ADVANCE PLUS + BY SOUTHERN ANESTHESIA & SURGICAL, INC.
Registration Number:	3166941	SMARTSCAN
Registration Number:	3336156	SELECT DIAGNOSTICS
Registration Number:	3345187	SELECT MEDICAL PRODUCTS PSS GULF SOUTH MEDICAL SUPPLY
Registration Number:	3392847	PSS
Registration Number:	2997937	PSS ADVANTAGE CLUB THE ADVANTAGE IS SAVING YOU MONEY
Registration Number:	3803132	PRECISION PSS SURGICAL PACKS
Registration Number:	3583017	PATH PALLIATIVE APPROACH THROUGH HOSPICE
Registration Number:	4016263	MOMENTUM REWARDS
Registration Number:	4016261	MOMENTUM REWARDS

CH \$1615.00 3255140

Registration Number:	3894295	LUMEON
Registration Number:	3575213	PATH PALLIATIVE APPROACH THROUGH HOSPICE
Registration Number:	3599613	MARK! MEDICAL ALERT RESCUE KIT
Registration Number:	3547935	QUINTET
Registration Number:	3547934	QUINTET
Registration Number:	3636099	CONSULT DIAGNOSTICS
Registration Number:	3636098	CONSULT
Registration Number:	3475364	REPARA
Registration Number:	3460839	
Registration Number:	3398243	CORE CLINICAL OUTCOME RESOURCE ESSENTIALS
Registration Number:	3425821	CORE
Registration Number:	3726801	SMARTSCAN
Registration Number:	3395590	INTEGRID
Registration Number:	3595339	RESPIREX
Registration Number:	3342660	SOUTHERN ANESTHESIA SURGICAL
Registration Number:	3565053	CONSULT
Registration Number:	3362945	REPARA
Registration Number:	3485491	SELECT MEDICAL PRODUCTS
Registration Number:	3379097	REGIMEN
Registration Number:	3431820	CARDEX
Registration Number:	2831570	P PSS WORLDMEDICAL
Registration Number:	2353323	PHYSICIAN SELECT
Registration Number:	1528735	PSS
Registration Number:	3269339	GULF SOUTH MEDICAL SUPPLY
Registration Number:	2849333	NIGHTINGALE
Registration Number:	4020084	NIGHTINGALE COOL COMFORT
Registration Number:	3859832	GULF SOUTH OUTCOME MANAGEMENT
Registration Number:	3632649	NIGHTINGALE
Registration Number:	3394397	GULF SOUTH HOME HEALTH SOLUTIONS
Registration Number:	2961637	MEDEX USA INNOVATIVE MEDICAL SUPPLY MANAGEMENT
Registration Number:	2748108	ANSWERS
Registration Number:	3684528	MAKING MEDICINE EASY
Registration Number:	3309371	CARE340B
Registration Number:	3432904	DISPENSE QUICK MAKING MEDICINE EASY
Registration Number:	3066697	DISPENSE QUICK

**TRADEMARK**

**REEL: 004662 FRAME: 0635**

	3056393	EDISPENSE
Registration Number:	3069176	EDISPENSE EXPRESS
Registration Number:	3110106	EDISPENSE +
Registration Number:	3640545	DISPENSEQUICK MAKING MEDICINE EASY
Registration Number:	3677994	DISPENSING SOLUTIONS
Serial Number:	85457693	IT'S TIME TO CARE FOR THE CAREGIVERS
Serial Number:	85389670	SELECT CONFIDERM
Serial Number:	85360494	OSTEO   INNOVATION   INTEGRATION   INTEGRITY
Serial Number:	85284068	MEDSOL LABORATORY CONSULTING BY PSS
Serial Number:	85276841	MEDSOL
Serial Number:	85316910	CALL PROGRAM
Serial Number:	85222886	EXPERTISE DELIVERED
Serial Number:	77869493	ARGENT SURGICAL SYSTEMS
Serial Number:	77239650	PREVENT
Serial Number:	85247372	QISONE
Serial Number:	85333920	GULF SOUTH INTELLILINK
Serial Number:	85333910	GULF SOUTH INTELLILINK
Serial Number:	85462528	TOTAL SOURCE
Serial Number:	85400094	EDISPENSE

**CORRESPONDENCE DATA**

Fax Number: (678)533-7787

Phone: 404-523-5300

Email: sls@phrd.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Steven L. Schaaf, Paralegal

Address Line 1: Parker, Hudson, Rainer & Dobbs LLP

Address Line 2: 285 Peachtree Center Ave, NE, Suite 1500

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	2689.88
NAME OF SUBMITTER:	Bobbi Acord Noland
Signature:	/BAN/
Date:	11/17/2011

Total Attachments: 11

source=BofA PSS Trademark Security Agreement#page1.tif

**TRADEMARK**  
**REEL: 004662 FRAME: 0636**

source=BofA PSS Trademark Security Agreement#page2.tif  
source=BofA PSS Trademark Security Agreement#page3.tif  
source=BofA PSS Trademark Security Agreement#page4.tif  
source=BofA PSS Trademark Security Agreement#page5.tif  
source=BofA PSS Trademark Security Agreement#page6.tif  
source=BofA PSS Trademark Security Agreement#page7.tif  
source=BofA PSS Trademark Security Agreement#page8.tif  
source=BofA PSS Trademark Security Agreement#page9.tif  
source=BofA PSS Trademark Security Agreement#page10.tif  
source=BofA PSS Trademark Security Agreement#page11.tif

**SECOND AMENDED AND RESTATED CONDITIONAL ASSIGNMENT AND  
TRADEMARK SECURITY AGREEMENT**

**THIS SECOND AMENDED AND RESTATED CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of November 16, 2011, by the Grantors listed on the signature pages hereof (collectively the "Grantors" and each, a "Grantor") in favor of the Agent (as such terms are defined below), for the benefit of the Secured Parties (as defined in the Credit and Security Agreement defined below).

WITNESSETH:

WHEREAS, **PSS World Medical, Inc.**, a Florida corporation (the "Company"), certain Subsidiaries of the Company (each, together with the Company, a "Borrower" and, collectively, the "Borrowers"), certain other Subsidiaries of the Company, as guarantors (collectively, the "Guarantors"), certain financial institutions (collectively, the "Lenders"), and **Bank of America, N.A.**, as agent for the Lenders (in such capacity, the "Agent"), have entered into a Second Amended and Restated Credit and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit and Security Agreement"; capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit and Security Agreement), pursuant to which the Lenders have agreed to make certain loans and other financial accommodations available to the Borrowers (the "Loans"); and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Credit and Security Agreement and to make the Loans, the Grantors have agreed to assign to the Agent, for the ratable benefit of the Secured Parties, certain trademark rights as described herein.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, the Grantors hereby agree with the Agent as follows:

**1. Grant of Security Interest.**

To secure the complete and timely payment and performance of all Obligations, each Grantor hereby grants, assigns and conveys to the Agent, for the ratable benefit of the Secured Parties, a security interest in such Grantor's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in **Schedule A** attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks").

**2. Conditional Grant of Security Interest in Additional Trademarks.**

If, before the Full Payment of the Obligations (other than unasserted indemnity obligations and obligations in connection with any Bank Products as to which arrangements satisfactory to the applicable Bank Product Provider have been made or that are not then due and payable) and the termination of the Commitments, any Grantor shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold in any Grantor's business (the "Goods"), the provisions of Section 1 shall automatically apply thereto, and also to any composite marks or other marks of any

Grantor which are confusingly similar to such mark, and the Grantors shall give to the Agent prompt written notice thereof to the extent such notice is required by Section 8.30 of the Credit and Security Agreement. This Section 2 shall not apply to trademarks which are owned by others and licensed to any Grantor. Each Grantor shall perform all acts and execute all documents reasonably requested by the Agent at any time and from time to time to evidence, perfect, maintain, record and enforce the Agent's security interest in the Trademarks, including, without limitation, any trademarks falling under this Section 2.

**3. Modification of Agreement.**

Each Grantor authorizes the Agent to modify this Agreement by amending **Schedule A** to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Section 1 or Section 2 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office at the expense of the Grantors.

**4. Remedies Upon Default: Power of Attorney.**

(a) In addition to the grant of the security interest contained in Sections 1 and 2 hereof, if any Event of Default shall have occurred, upon the election of the Agent, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Agent or its designee. Each Grantor hereby irrevocably constitutes and appoints the Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of each Grantor and in the name of such Grantor or the Agent's own name or the name of the Agent's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as **Exhibit A** and incorporated hereby by reference (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or appropriate to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of such Grantor or the Agent, and to take any other actions deemed necessary by the Agent to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Credit and Security Agreement, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Agent in its sole discretion, and such payments made by the Agent to become the obligations of the Grantors to the Agent, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable until Full Payment of the Obligations (other than unasserted indemnity obligations and obligations in connection with any Bank Products as to which arrangements satisfactory to the applicable Bank Product Provider have been made or that are not then due and payable) and the termination of the Commitments.

(b) The Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Agent may, if any Event of Default shall have occurred, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to any Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or

other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds in accordance with the Credit and Security Agreement. Notice of any sale or other disposition of the Trademarks shall be given to the Grantors at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which each Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any Secured Party may, to the extent permissible under Applicable Law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of any Grantor, which right is hereby waived and released. Each Grantor hereby agrees to execute any documents reasonably requested by the Agent in connection with any disposition hereunder.

(c) Upon the occurrence of the conditional assignment provided for herein, no Grantor shall have any right, title, or interest in or to any of the Trademarks and each Grantor shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Agent, or pursuant to the terms of the Credit and Security Agreement, deliver to the Agent all Goods bearing the Trademarks.

**5. Applications.**

All references in this Agreement to one or more "applications" and "applications for registration" shall be deemed to exclude United States intent-to-use applications for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed.

**6. Termination of Agreement.**

Upon Full Payment of the Obligations (other than unasserted indemnity obligations and obligations in connection with any Bank Products as to which arrangements satisfactory to the applicable Bank Product Provider have been made or that are not then due and payable) and the termination of the Commitments, the Agent shall execute and deliver to the Grantors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Grantors title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

**7. Limitation of Liability and Indemnification.**

Each Grantor hereby releases the Agent and the Secured Parties from, and agrees to hold the Agent and the Secured Parties free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of the Agent's or the Secured Parties' gross negligence, willful misconduct or criminal acts), and each Grantor agrees to indemnify the Agent and the Secured Parties from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim.

**8. Waiver and Amendment.**

(a) No course of dealing between any Grantor and the Agent or the Secured Parties, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or the Secured Parties, any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto.

**9. Cumulative Rights.**

All of the Agent's and the Secured Parties' rights and remedies with respect to the Trademarks, whether established hereby or under the Credit and Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

**10. Severability.**

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

**11. Survival.**

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

**12. Counterparts.**

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

**13. Choice of Law.**

The validity, construction and enforcement of this Agreement and the determination of the rights and duties of the parties hereto shall be governed by, and construed and enforced in accordance with, the internal laws in effect in the State of Georgia.

**14. Amendments and Restatements.**

This Agreement amends and restates that certain Amended and Restated Conditional Assignment and Trademark Security Agreement dated May 20, 2003, by certain Grantors in favor of the Agent (the "Existing Trademark Agreement"). All rights, benefits, indebtedness, interests, liabilities and obligations of such Grantors and the Agent under the Existing Trademark Agreement are hereby renewed, amended and restated in their entirety according to the terms and provisions set forth herein, and nothing contained herein shall constitute a novation of the Existing Trademark Agreement.

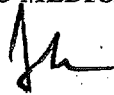
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



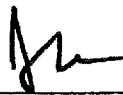
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

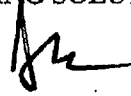
**PSS WORLD MEDICAL, INC.**

By:   
Name: David D. Klarner  
Title: Vice President and Treasurer

**GULF SOUTH MEDICAL SUPPLY, INC.**

By:   
Name: David D. Klarner  
Title: Vice President and Treasurer

**DISPENSING SOLUTIONS, INC.**

By:   
Name: David D. Klarner  
Title: Vice President and Treasurer

AGENT:

BANK OF AMERICA, N.A., as the Agent

By: 

Name: John M. Olsen

Title: Senior Vice President

SECOND AMENDED AND RESTATED CONDITIONAL ASSIGNMENT  
AND TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 004662 FRAME: 0643

**SCHEDULE A**

**LISTING OF TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Owner</b>	<b>Trademark</b>	<b>Serial Number</b>	<b>Reg. Number</b>
PSS World Medical, Inc.	IT'S TIME TO CARE FOR THE CAREGIVERS	85457693	Pending
PSS World Medical, Inc.	SELECT CONFIDERM	85389670	Pending
PSS World Medical, Inc.	OSTEO   INNOVATION   INTEGRATION   INTEGRITY	85360494	Pending
PSS World Medical, Inc.	MEDSOL LABORATORY CONSULTING BY PSS	85284068	Pending
PSS World Medical, Inc.	MEDSOL	85276841	Pending
PSS World Medical, Inc.	CALL PROGRAM	85316910	Pending
PSS World Medical, Inc.	EXPERTISE DELIVERED	85222886	Pending
PSS World Medical, Inc.	ADVANCE PLUS + BY SOUTHERN ANESTHESIA & SURGICAL, INC.	78785645	3255140
PSS World Medical, Inc.	SMARTSCAN	78675636	3166941
PSS World Medical, Inc.	SELECT DIAGNOSTICS	78611170	3336156
PSS World Medical, Inc.	SELECT MEDICAL PRODUCTS PSS GULF SOUTH MEDICAL SUPPLY	78558225	3345187
PSS World Medical, Inc.	PSS	78558204	3392847
PSS World Medical, Inc.	PSS ADVANTAGE CLUB THE ADVANTAGE IS SAVING YOU MONEY	78458331	2997937
PSS World Medical, Inc.	ARGENT SURGICAL SYSTEMS	77869493	Pending
PSS World Medical, Inc.	PRECISION PSS SURGICAL PACKS	77870034	3803132
PSS World Medical, Inc.	PATH PALLIATIVE APPROACH THROUGH HOSPICE	77528083	3583017
PSS World Medical, Inc.	MOMENTUM REWARDS	77473010	4016263
PSS World Medical, Inc.	MOMENTUM REWARDS	77472771	4016261
PSS World Medical, Inc.	LUMEON	77462821	3894295
PSS World Medical, Inc.	PATH PALLIATIVE APPROACH THROUGH HOSPICE	77434350	3575213
PSS World Medical, Inc.	MARK! MEDICAL ALERT RESCUE KIT	77344310	3599613
PSS World Medical, Inc.	QUINTET	77322650	3547935
PSS World Medical, Inc.	QUINTET	77322640	3547934
PSS World Medical, Inc.	CONSULT DIAGNOSTICS	77322632	3636099
PSS World Medical, Inc.	CONSULT	77322618	3636098
PSS World Medical, Inc.	REPARA	77309861	3475364
PSS World Medical, Inc.		77242720	3460839
PSS World Medical, Inc.	PREVENT	77239650	Pending
PSS World Medical, Inc.	CORE CLINICAL OUTCOME RESOURCE ESSENTIALS	77236885	3398243
PSS World Medical, Inc.	CORE	77236877	3425821
PSS World Medical, Inc.	SMARTSCAN	77175694	3726801

PSS World Medical, Inc.	INTEGRID	77124369	3395590
PSS World Medical, Inc.	RESPIREX	77070682	3595339
PSS World Medical, Inc.	SOUTHERN ANESTHESIA SURGICAL	77036513	3342660
PSS World Medical, Inc.	CONSULT	77023208	3565053
PSS World Medical, Inc.	REPARA	77023007	3362945
PSS World Medical, Inc.	SELECT MEDICAL PRODUCTS	77004599	3485491
PSS World Medical, Inc.	REGIMEN	77004433	3379097
PSS World Medical, Inc.	CARDEX	77004352	3431820
PSS World Medical, Inc.	P PSS WORLDMEDICAL	76497252	2831570
PSS World Medical, Inc.	PHYSICIAN SELECT	75575562	2353323
PSS World Medical, Inc.	PSS	73735691	1528735
Gulf South Medical Supply, Inc.	QISONE	85247372	Pending
Gulf South Medical Supply, Inc.	GULF SOUTH INTELLILINK	85333920	Pending
Gulf South Medical Supply, Inc.	GULF SOUTH INTELLILINK	85333910	Pending
Gulf South Medical Supply, Inc.	GULF SOUTH MEDICAL SUPPLY	78558209	3269339
Gulf South Medical Supply, Inc.	NIGHTINGALE	78141022	2849333
Gulf South Medical Supply, Inc.	NIGHTINGALE COOL COMFORT	77883171	4020084
Gulf South Medical Supply, Inc.	GULF SOUTH OUTCOME MANAGEMENT	77942207	3859832
Gulf South Medical Supply, Inc.	NIGHTINGALE	77421203	3632649
Gulf South Medical Supply, Inc.	GULF SOUTH HOME HEALTH SOLUTIONS	77200403	3394397
Gulf South Medical Supply, Inc.	MEDEX USA INNOVATIVE MEDICAL SUPPLY MANAGEMENT	76319665	2961637
Gulf South Medical Supply, Inc.	ANSWERS	76256841	2748108
Gulf South Medical Supply, Inc.	TOTAL SOURCE	85462528	Pending
Dispensing Solutions, Inc.	EDISPENSE	85400094	Pending
Dispensing Solutions, Inc.	MAKING MEDICINE EASY	78786886	3684528
Dispensing Solutions, Inc.	CARE340B	78786884	3309371
Dispensing Solutions, Inc.	DISPENSE QUICK MAKING MEDICINE EASY	78742502	3432904
Dispensing Solutions, Inc.	DISPENSE QUICK	78376604	3066697
Dispensing Solutions, Inc.	EDISPENSE	78372676	3056393
Dispensing Solutions, Inc.	EDISPENSE EXPRESS	78372673	3069176
Dispensing Solutions, Inc.	EDISPENSE +	78372590	3110106

Dispensing Solutions, Inc.	DISPENSEQUICK MAKING MEDICINE EASY	77336834	3640545
Dispensing Solutions, Inc.	DISPENSING SOLUTIONS	77022130	3677994

**STATE APPLICATIONS AND REGISTRATIONS**

**None.**

**EXHIBIT A**

**Assignment of Trademarks and Goodwill**

THIS ASSIGNMENT dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, from \_\_\_\_\_, a \_\_\_\_\_ (the "Assignor"), to BANK OF AMERICA, N.A., as Agent (the "Assignee"), recites and provides:

WHEREAS, the Assignor is the owner of certain trademarks and service marks and the registrations and applications to register therefor listed in **Schedule A** hereto (the "Trademarks");

WHEREAS, the Assignor, certain affiliates of Assignor, Assignee, and the lenders from time to time party thereto (the "Lenders") are party to that certain Second Amended and Restated Credit and Security Agreement dated November \_\_, 2011 (the "Credit and Security Agreement"); and

WHEREAS, the Assignee desires to obtain for the Secured Parties (as defined in the Credit and Security Agreement), all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. The Assignor acknowledges that it has granted the Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks, under separate agreement.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect the Assignor's ability to transfer such interest.

The Assignor further agrees to indemnify the Assignee and the Lenders for any breach of the above warranty.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

[ASSIGNOR]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_