

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DG3 North America, Inc.		03/06/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Chatham Credit Management III, LLC, as Agent		
Street Address:	400 Galleria Parkway		
Internal Address:	Suite 1950		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3769811	PHARMAID SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(312)698-4544		
Phone:	312.849.8174		
Email:	YHsu@mcguirewoods.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Yuan-Ying Hsu, McGuireWoods LLP		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 4100		
Address Line 4:	Chicago, ILLINOIS 60601-1818		
NAME OF SUBMITTER:	Yuan-Ying Hsu		
Signature:	/Yuan-Ying Hsu/		

Date:

03/07/2012

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (the "Agreement") is dated as of March 6, 2012, by **DG3 NORTH AMERICA, INC.**, a New Jersey corporation (f/k/a CGI North America, Inc.) ("Grantor"), in favor of **CHATHAM CREDIT MANAGEMENT III, LLC**, in its capacity as Agent for Lenders. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement described below.

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of May 8, 2008, by and among Grantor, the other Obligors from time to time party thereto, Agent and the Lenders from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make certain loans and financial accommodations available to Grantor and the other Borrowers party thereto;

WHEREAS, as of the date hereof, Agent and Lenders are willing to enter into that certain Amendment No. 6 and Limited Waiver ("Amendment No. 6") to the Loan Agreement by and among Grantor, certain other Obligors, Agent and the Lenders; and

WHEREAS, pursuant to Amendment No. 6, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and each such trademark license; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with and to the extent of the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement and the Security Documents. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the

Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Security Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature pages follow]

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

DG3 NORTH AMERICA, INC.

By: Gerald Baillargeon  
Name: Gerald Baillargeon  
Title: CFO

[Trademark Security Agreement]

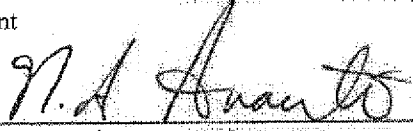
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ACCEPTED AND ACKNOWLEDGED:

CHATHAM CREDIT MANAGEMENT III, LLC,  
as Agent

By:



Name: Nick Anicic

Title: Partner

[Trademark Security Agreement]

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SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

TRADEMARKS / TRADEMARK APPLICATIONS:

Title	Application / Registration Number
PHARMAID SOLUTIONS	Application number 77/532,426 Registration number 3,769,811

[Schedule I]

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