

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PSS WORLD MEDICAL, INC.		11/05/2012	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

Name:	SOUTHERN ANESTHESIA & SURGICAL, INC.
Street Address:	One Southern Court
City:	West Columbia
State/Country:	SOUTH CAROLINA
Postal Code:	29169
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	77036513	SOUTHERN ANESTHESIA SURGICAL
Serial Number:	85360494	OSTEO   INNOVATION   INTEGRATION   INTEGRITY
Serial Number:	78785645	ADVANCE PLUS + BY SOUTHERN ANESTHESIA & SURGICAL, INC.

**CORRESPONDENCE DATA**

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

Email: wrobertson@bakerdonelson.com  
 Correspondent Name: Wendy L. Robertson  
 Address Line 1: 6060 Poplar Avenue, Suite 440  
 Address Line 2: Baker, Donelson, Bearman, Caldwell & Ber  
 Address Line 4: Memphis, TENNESSEE 38119

NAME OF SUBMITTER:	Wendy Robertson
Signature:	/wrobertson/

Date:

12/04/2012

**Total Attachments: 7**

source=Trademark Assignment Executed#page1.tif

source=Trademark Assignment Executed#page2.tif

source=Trademark Assignment Executed#page3.tif

source=Trademark Assignment Executed#page4.tif

source=Trademark Assignment Executed#page5.tif

source=Trademark Assignment Executed#page6.tif

source=Trademark Assignment Executed#page7.tif

## **ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AGREEMENT (this "Agreement") is made and entered into effective as of this 5<sup>th</sup> day of November, 2012 by and between **PSS WORLD MEDICAL, INC.**, a Florida corporation ("Assignor"), and **SOUTHERN ANESTHESIA & SURGICAL, INC.**, a Delaware corporation ("Assignee").

### WITNESSETH

WHEREAS, the Assignee and the Assignor have executed and delivered an Asset Purchase Agreement, dated as of September 26, 2012 (the "Asset Purchase Agreement"), pursuant to which, among other things, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, the Purchased Assets (this and other capitalized terms not otherwise defined herein shall have the meaning assigned in the Asset Purchase Agreement) and to enter into certain other arrangements;

WHEREAS, the Assignor holds the trademarks used by Assignor exclusively in the Business; and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's respective right, title and interest in and to the trademarks set forth on Exhibit A, attached hereto and made a part hereof (the "Trademarks"), be assigned and transferred to the Assignee as provided in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of Trademark Rights. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee, and Assignee hereby accepts and assumes, all of Assignor's respective right, title and interest in and to any and all of the Trademarks, together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for the Assignee's own use and benefit, in accordance with the Asset Purchase Agreement, and for the use and benefit of the Assignee's successors and assigns.

2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Delivery of a copy of this Agreement or such other document bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial

appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

4. Miscellaneous. This Agreement is subject to all the terms and conditions of the Asset Purchase Agreement. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms and provisions of the Asset Purchase Agreement or any other Ancillary Agreement or constitute a waiver or release of any liabilities imposed by the terms of the Asset Purchase Agreement or any other Ancillary Agreement. Any term or provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the Assignor and the Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

Assignor:

PSS WORLD MEDICAL, INC.

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

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

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

*David Brown*  
DAVID BROWN  
CEO

Assignee:

SOUTHERN ANESTHESIA & SURGICAL, INC.

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

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

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

*[Signature Page to Trademark Assignment Agreement]*

ACKNOWLEDGMENTS

STATE OF Florida )  
 ) SS:  
COUNTY OF Duval )

Before me a Notary Public in and for said County and State personally appeared David Bronson, as the CFO of PSS World Medical, Inc., who acknowledged the execution of the foregoing instrument on behalf of said corporation.

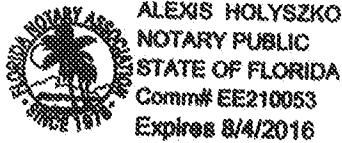
Witness my hand and Notarial Seal this 1<sup>st</sup> day of November, 2012.

My Commission expires:

8/4/2016

Signed: Alexis Holyszko

Printed: Alexis Holyszko



[Notarization to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Assignor and the Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

Assignor:

PSS WORLD MEDICAL, INC.

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

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

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

Assignee:

SOUTHERN ANESTHESIA & SURGICAL, INC.

By: Brian F. Chambers

Name: BRIAN F. CHAMBERS

Title: SECRETARY

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 004911 FRAME: 0984**

ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

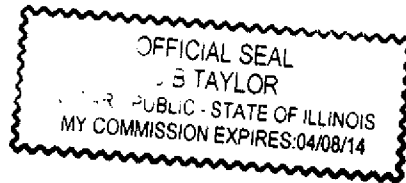
Before me a Notary Public in and for said County and State personally appeared Brian Chambers, as the Secretary of Southern Anesthesia & Surgical, Inc., who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 5 day of November, 2012.

My Commission expires:

4/8/14

Signed: [Signature]  
Printed: Julie B Taylor



[Notarization to Trademark Assignment Agreement]



**Exhibit A**

**TRADEMARKS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Country</b>
Southern Anesthesia & Surgical	USPTO Serial # 77036513	United States
Osteo – Innovation/Integration/Integrity	USPTO Serial # 85360494	United States
Advance Plus + by Southern Anesthesia & Surgical	USPTO Serial # 78785645	United States