

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
Pharmedium Services, LLC		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	115 S. LaSalle Street		
Internal Address:	17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	chartered bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85415879	PHARMEDIUM	
Serial Number:	76585525	PHARMEDIUM	
Serial Number:	78833499	FAR EASIER FAR SAFER PHARMEDIUM	
Serial Number:	85444793	CHECK + CONNECT	
Serial Number:	85401523	CERTIMED	
Serial Number:	85444785	CAPTURING CARE	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202.906.8790		
Email:	smckeon@dykema.com		
Correspondent Name:	Shannon Marie McKeon		
Address Line 1:	1300 I Street, N.W.		

CH \$165.00 85415879

Address Line 2: Suite 300
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	102889.0022
NAME OF SUBMITTER:	Shannon Marie McKeon
Signature:	/Shannon Marie McKeon/
Date:	12/26/2012

Total Attachments: 7
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**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of December 21, 2012, is by PHARMEDIUM SERVICES, LLC, a Delaware limited liability company ("Grantor"), in favor of BANK OF MONTREAL, as the administrative agent for all the Lenders party to the Credit Agreement (as hereafter defined) ("Grantee").

WITNESSETH:

WHEREAS, The Lenders have severally agreed to extend credit to PharMedium Healthcare Corporation, a Delaware corporation, and Grantor (collectively, the "Borrowers") pursuant to that certain Credit Agreement of even date herewith among the Borrowers, the Lenders and the administrative agent, as amended, supplemented, restated or otherwise modified from time to time ("Credit Agreement"); and

WHEREAS, pursuant to the Credit Agreement and that certain Guaranty and Security Agreement of even date herewith among the Borrowers, the Lenders and the administrative agent, as amended, supplemented, restated or otherwise modified from time to time (the "Security Agreement"), the Grantor has agreed to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the administrative agent and the Lenders to enter into the Credit Agreement and the Security Agreement and to induce the Lenders to extend credit thereunder, Grantor hereby agrees with the administrative agent, for the ratable benefit of the Lenders, as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the indebtedness secured by the Credit Agreement, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 all of its trademarks and trademark applications, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

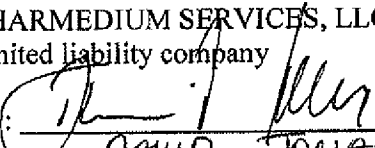
Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. Counterparts. This Trademark Security Agreement 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.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the 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.

PHARMEDIUM SERVICES, LLC, a Delaware
limited liability company

By: 
Name: DAVID JONAS
Title: CEO

Acknowledged:

BANK OF MONTREAL

By: _____
Name: _____
Title: _____

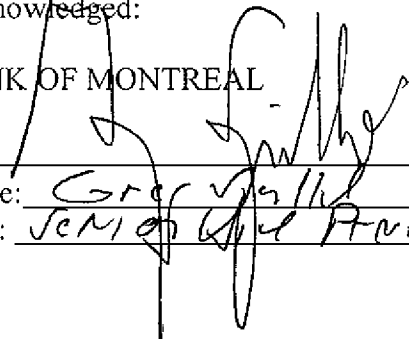
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PHARMEDIUM SERVICES, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Acknowledged:

BANK OF MONTREAL

By: 
Name: Greg Walker
Title: Senior Vice President

ACKNOWLEDGEMENTS

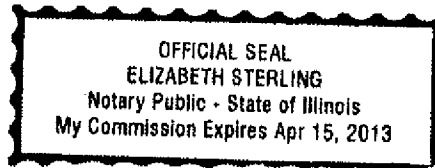
STATE OF IL)
)ss.
COUNTY OF LAKE)

I Elizabeth Sterling, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID JONAS, the President of PHARMEDIUM SERVICES, LLC, a Delaware limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of December, 2012.

Elizabeth Sterling
Notary Public

My Commission Expires: 4-15-2013



STATE OF _____)
)ss.
COUNTY OF _____)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, a _____ of BANK OF MONTREAL, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act, and as the free and voluntary act of said administrative agent, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of December, 2012.

Notary Public

My Commission Expires: _____

ACKNOWLEDGEMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the President of PHARMEDIUM SERVICES, LLC, a Delaware limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of December, 2012.

Notary Public

My Commission Expires: _____

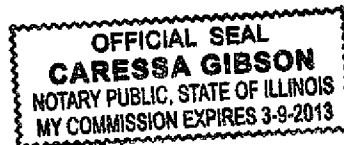
STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I CARESSA GIBSON a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Greg Sjullie, a Senior Vice President of BANK OF MONTREAL, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act, and as the free and voluntary act of said administrative agent, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of December, 2012.

Caressa Gibson
Notary Public

My Commission Expires: 3-9-2013



**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

Grantor	Trademark Number	Trademark Registration Number	Date of Application	Date of Registration
PharMEDium Services LLC	85/415,879	N/A	9/6/2011	N/A Status: Pending
	76/585,525	3,445,636	4/7/2004	6/10/2008
	78/833,499	3,196,662	3/9/2006	1/9/2007
	85/444,793	N/A	10/11/2011	N/A Status: Allowed
	85/401,523	N/A	8/18/2011	N/A Status: Allowed
	85/444,785	N/A	10/11/2011	N/A Status: Allowed