

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																											
NATURE OF CONVEYANCE:	SECURITY INTEREST																											
CONVEYING PARTY DATA																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Medical Specialties Distributors, LLC</td> <td></td> <td>12/13/2012</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Medical Specialties Distributors, LLC		12/13/2012	LIMITED LIABILITY COMPANY: DELAWARE																				
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CORRESPONDENCE DATA																												
Fax Number: 6157420410 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: 615-742-7760																												

CH \$215.00 77005216

Email: trademarks@bassberry.com
Correspondent Name: Robert L. Brewer
Address Line 1: 150 3rd Avenue South
Address Line 2: Suite 2800
Address Line 4: Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER:	108000-243
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NAME OF SUBMITTER:	Robert L. Brewer
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Signature:	/Robert L. Brewer/
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Date:	12/27/2012
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Total Attachments: 7

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 13, 2012 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by the undersigned (the “Grantors”) in favor of Regions Bank (“Regions Bank”), as administrative agent for itself and the Lenders (in such capacity, the “Administrative Agent”) under the Credit Agreement.

RECITALS

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith by and among Medical Specialties Distributors, LLC, a Delaware limited liability company (the “Borrower”), Medical Specialties Distributors Holdings, Inc., a Delaware corporation, Regions Bank, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and pursuant to that certain Amended and Restated Guarantee and Collateral Agreement of even date herewith by and among Borrower, Medical Specialties Distributors Holdings, Inc., a Delaware corporation, and Administrative Agent for the Lenders from time to time parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); capitalized terms not otherwise defined herein and not otherwise noted parenthetically as being defined in other agreements shall have the meanings set forth in the Credit Agreement), the Lenders have agreed to make certain extensions of credit to the Borrower under the Credit Agreement, all as more specifically described therein;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make and continue to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors execute and deliver this Intellectual Property Security Agreement to the Administrative Agent for recording with the United States Patent and Trademark Office and the United States Copyright Office; and

WHEREAS, the Grantors desire to execute this Intellectual Property Security Agreement to satisfy the condition described in the preceding paragraph.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. The Grantors hereby grant to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in and to all of Grantors’ right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by

acceleration or otherwise) of the Grantors' Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent to use" trademark application for which a statement of use has not yet been filed (but only until such statement is filed with, and accepted by, the United States Patent and Trademark Office or the equivalent thereof in any jurisdiction)), including, without limitation, each trademark registration and application for trademark registration- identified in Schedule 1, (2) the right to obtain all renewals thereof, (3) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (1) all letters patent, all reissues and extensions thereof, including, without limitation, any of the foregoing identified in Schedule 2, (2) all applications for letters patent and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing identified in Schedule 2, (3) all rights to obtain any reissues or extensions of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, and (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) (collectively, the "Patents");

(c) (1) all copyrights, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all copyright registrations, and applications for copyright registrations-identified in Schedule 3, (2) the right to obtain all renewals thereof, (3) the rights to print, publish and distribute any of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (6) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) (1) all Patent licenses, Trademark Licenses, and Copyright Licenses, as defined in the Guarantee and Collateral Agreement (except to the extent any such Patent License, Trademark License or Copyright License constitutes Excluded Intellectual Property, as defined in the Guarantee and Collateral Agreement, (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations of any of the foregoing, (3) all

income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantors authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.


SECTION 4. Governing Law. Unless otherwise expressly set forth herein, this Intellectual Property Security Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York (including Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) without reference to the conflicts or choice of law principles thereof other than such Section 5-1401, except to the extent that the laws of a particular jurisdiction other than the State of New York govern the perfection, priority or enforcement of liens on and security interests in the Collateral.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Guarantee and Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

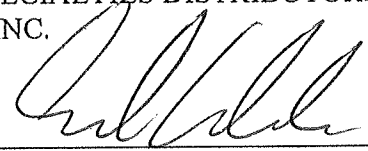
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Grantors have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

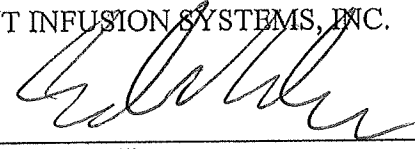
MEDICAL SPECIALTIES DISTRIBUTORS,
LLC

By: 
Name: Edward Wholihan
Title: Chief Financial Officer

MEDICAL SPECIALTIES DISTRIBUTORS
HOLDINGS, INC.

By: 
Name: Edward Wholihan
Title: Chief Financial Officer

OUTPATIENT INFUSION SYSTEMS, INC.

By: 
Name: Edward Wholihan
Title: Chief Financial Officer

TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Trademark	Application No. and Date	Registration No. and Date	Owner
USA	B	77005216 22-SEP-2006	3412046 15-APR-2008	MEDICAL SPECIALTIES DISTRIBUTORS, LLC
USA	CORBRIDGE	78916890 26-JUN-2006	3503133 16-SEP-2008	MEDICAL SPECIALTIES DISTRIBUTORS, LLC
USA	CORBRIDGE	76602409 15-JUL-2004	3127390 08-AUG-2006	MEDICAL SPECIALTIES DISTRIBUTORS, LLC
USA	ONETRACK	76579112 04-MAR-2004	2978005 26-JUL-2005	MEDICAL SPECIALTIES DISTRIBUTORS, LLC
USA	ONEMED SYSTEM	76578946 02-MAR-2004	3074044 28-MAR-2006	MEDICAL SPECIALTIES DISTRIBUTORS, LLC
USA	MSD	85553963 27-FEB-2012	4249287 27-NOV-2012	MEDICAL SPECIALTIES DISTRIBUTORS, LLC
USA	MED STREAM	85554011 27-FEB-2012	N/A	MEDICAL SPECIALTIES DISTRIBUTORS, LLC
USA	OIS PAPERLESS	85553992 27-FEB-2012	4233138 30-OCT-2012	MEDICAL SPECIALTIES DISTRIBUTORS, LLC

PATENTS AND PATENT APPLICATIONS

None.

REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

Country	Title	Registration No.	Registration Date	Owner
USA	Wren track: version 5.00	TX5460883	10/01/2001	MEDICAL SPECIALTIES DISTRIBUTORS, LLC

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