

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
SANARE, LLC		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
OMNIS HEALTH, LLC		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
DOCTOR DIABETIC SUPPLY, LLC		12/21/2012	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	2 North Lake Avenue, Suite 440
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	INC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3401785	DOCTOR DIABETIC SUPPLY THE DOCTOR'S CHOICE
Registration Number:	3636498	EMBRACE
Registration Number:	3636497	EMBRACE
Registration Number:	3817427	VICTORY
Serial Number:	85762330	THE SURE CHOICE
Serial Number:	85692554	TRIPLE CHECK
Registration Number:	4195509	BRIGHTSKY
Serial Number:	85684384	YOUR DIABETES CONNECTION
Serial Number:	85781847	DEFY DIABETES
Serial Number:	85632874	

CH \$265.00 3401785

CORRESPONDENCE DATA

Fax Number: 6508494619

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

Phone: 650-849-4857

Email: jenny.zhang@bingham.com

Correspondent Name: Jenny Zhang

Address Line 1: 1117 S. California Avenue

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	3008309-0000363266
NAME OF SUBMITTER:	Jenny Zhang
Signature:	/Jenny Zhang/
Date:	12/27/2012

Total Attachments: 8

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Trademark Security Agreement



This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 21st day of December 2012, between the Grantors signatory hereto (collectively with any other person joined hereto as a "Grantor" the "Grantors" and individually a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

Pursuant to that certain Revolving Credit and Security Agreement, dated the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among SANARE, LLC, a Delaware limited liability company ("Sanare"), OMNIS HEALTH, LLC, a Delaware limited liability company ("Omnis"), GREAT LAKES MEDICAL SUPPLY, LLC, a Delaware limited liability company ("GLMS"), GREAT LAKES MEDICAL PHARMACY, L.L.C., a Michigan limited liability company ("GLMP"), and DOCTOR DIABETIC SUPPLY, LLC, a Florida limited liability company ("DDS") (Sanare, Omnis, GLMS, GLMP and DDS, each a "Borrower", and collectively "Borrowers"), the financial institutions from time to time party thereto (the "Lenders") and Agent, the Lenders agree to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

Pursuant to the Credit Agreement, the Grantors are required to execute and deliver to Agent, for its own benefit and the benefit of the Lenders, this Trademark Security 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, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to Agent, for its own benefit and the benefit of the Lenders, a continuing first priority security interest in all of such 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 such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and no Grantor shall be deemed to have granted a security interest in, (a) unless otherwise expressly granted pursuant to any Other Document, any rights or interests in any license, contract, or agreement to which such Grantor is a party to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law) or (b) any rights or property, including, without limitation, any intent to use trademark applications, to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law); provided, that, with respect to each of the foregoing clauses (a) and (b), immediately upon the ineffectiveness, lapse or termination of any such restriction, the Trademark Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests or other assets, as the case may be, as if such provision had never been in effect; and provided, further that, notwithstanding any such restriction in any of the foregoing, the Trademark Collateral shall, to the extent such restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and shall in any event include the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests.

3. Security for Obligations. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Credit Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for its own benefit and the benefit of the Lenders, pursuant to the Credit Agreement. Each 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this

Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


7. Construction. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

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

IN WITNESS WHEREOF, each 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.

GRANTORS:

SANARE, LLC,
a Delaware limited liability company

By: 
Name: Timothy J. Hargarten
Title: Chief Executive Officer

OMNIS HEALTH, LLC,
a Delaware limited liability company

By: _____
Name: Kenneth Drazan
Title: Manager

DOCTOR DIABETIC SUPPLY, LLC,
a Florida limited liability company

By: _____
Name: Kenneth Drazan
Title: Manager

IN WITNESS WHEREOF, each 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.

GRANTORS:

SANARE, LLC,
a Delaware limited liability company

By: _____
Name: Timothy J. Hargarten
Title: Chief Executive Officer

OMNIS HEALTH, LLC,
a Delaware limited liability company

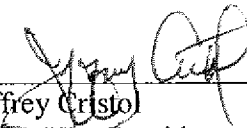
By: _____
Name: Kenneth Drazan
Title: Manager

DOCTOR DIABETIC SUPPLY, LLC,
a Florida limited liability company

By: _____
Name: Kenneth Drazan
Title: Manager



AGENT:

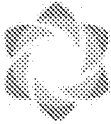
PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Jeffrey Cristo
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Grantor	Trademark	Application/ Registration Number	Application/ Registration Date
Doctor Diabetic Supply, LLC		3,401,785	March 25, 2008
Omnis Health, LLC	EMBRACE	3,636,498	June 9, 2009
Omnis Health, LLC		3,636,497	June 9, 2009
Omnis Health, LLC	VICTORY	3,817,427	July 13, 2010
Omnis Health, LLC	THE SURE CHOICE	85/762,330	October 24, 2012
Omnis Health, LLC	TRIPLE CHECK	85/692,554	August 1, 2012
Sanare, LLC	BRIGHTSKY	4,195,509	August 21, 2012
Sanare, LLC	YOUR DIABETES CONNECTION	85/684,384	July 23, 2012
Sanare, LLC	DEFY DIABETES	85/781,847	November 16, 2012

Grantor	Trademark	Application/ Registration Number	Application/ Registration Date
Sanare, LLC		85/632,874	May 23, 2012

Licenses

None.