

## 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
Family Care Medical Products, Inc. d/b/a One Source Healthcare		12/28/2012	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	PSS World Medical, Inc.		
Street Address:	4345 Southpoint Boulevard		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32202		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3760879	ITRACS	
Registration Number:	3760883	ITRACS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202 663-7271		
Email:	thomas.brooke@hkclaw.com, ptdocketing@hkclaw.com		
Correspondent Name:	Thomas W. Brooke, Holland & Knight LLP		
Address Line 1:	800 17th Street, NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	888050/1		
NAME OF SUBMITTER:	Thomas W. Brooke		

OP \$65.00 3760879

Signature:	/Thomas W. Brooke/
Date:	01/22/2013
<b>Total Attachments: 4</b> source=PSS_OneSource_Fully-Executed Assignment of Servicemarks and Trademarks#page1.tif source=PSS_OneSource_Fully-Executed Assignment of Servicemarks and Trademarks#page2.tif source=PSS_OneSource_Fully-Executed Assignment of Servicemarks and Trademarks#page3.tif source=PSS_OneSource_Fully-Executed Assignment of Servicemarks and Trademarks#page4.tif	

## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This Assignment of Servicemarks and Trademarks (this "Assignment") made as of the 28<sup>th</sup> day of December, 2012, by **FAMILY CARE MEDICAL PRODUCTS, INC. D/B/A ONE SOURCE HEALTHCARE**, a Georgia corporation with its principal place of business at 104 Cedar Point, Peachtree City, GA 30269 ("Assignor"), to **PSS WORLD MEDICAL, INC.**, a Florida corporation with its principal place of business at 4345 Southpoint Boulevard, Jacksonville, FL 32202 ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement (as defined below).

### *Background*

Assignee and Assignor are parties, among others, to an Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets, including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on **Schedule A** annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

### *Terms of Agreement*

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

1. Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Agreement as provided in, and subject to the limitations set forth in, the Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

2. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

3. This Assignment shall be governed by and construed and enforced in accordance with the Laws of the State of Florida, without reference to any of its conflict of law principles.

4. This Assignment may be executed in any number of counterparts, including by facsimile, .pdf or other means of non-alterable electronic transmission, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

*[Signature page immediately follows]*

IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment as of the date first written above.

**FAMILY CARE MEDICAL PRODUCTS, INC. D/B/A  
ONESOURCE HEALTHCARE**

By: 

Name: Henry Stone  
Title: President

*[Signature page to Assignment of Servicemarks and Trademarks]*

**SCHEDULE A**

**Registered Servicemarks and Trademarks**

<i>Servicemark or Trademark</i>	<i>U.S. or Canadian Registration No.</i>	<i>Registration Date</i>
iTracs Trademark	3760879	March 16, 2010
iTracs Trademark	3760883	March 16, 2010

**Unregistered Servicemarks and Trademarks**

<i>Servicemark or Trademark</i>
WOW Trademark

**Pending Servicemark or Trademark Applications**

<i>Servicemark or Trademark</i>	<i>Application Number</i>	<i>Application Date</i>
None		

<i>Trade Names</i>
OneSource HealthCare