

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
Kinney Drugs, Inc.		03/29/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	401 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3022802	YOU'RE UNDER OUR CARE	
Registration Number:	3760786	HEALTHDIRECT	
Registration Number:	3810600	PROACT	
Registration Number:	3810608	LIFE VIAL	
Registration Number:	3144271	PHOTOSOURCE	
Serial Number:	85756108	NOBLE HEALTH SERVICES	
CORRESPONDENCE DATA			
Fax Number:	4044435697		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-443-5735		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Adam Monich, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree Street, N.E., Ste 2100		
Address Line 4:	Atlanta, GEORGIA 30309		

TRADEMARK

ATTORNEY DOCKET NUMBER:	2060238-0085 KINNEY
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	04/01/2013
<p>Total Attachments: 5</p> <p>source=Kinney Drugs - Supplement to Intellectual Property Security Agreement #page1.tif</p> <p>source=Kinney Drugs - Supplement to Intellectual Property Security Agreement #page2.tif</p> <p>source=Kinney Drugs - Supplement to Intellectual Property Security Agreement #page3.tif</p> <p>source=Kinney Drugs - Supplement to Intellectual Property Security Agreement #page4.tif</p> <p>source=Kinney Drugs - Supplement to Intellectual Property Security Agreement #page5.tif</p>	

**SUPPLEMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Supplement to Intellectual Property Security Agreement, dated as of March 29, 2013, is intended to supplement the Intellectual Property Security Agreement, dated April 17, 2008, and recorded with the United States Patent and Trademark Office at reel 003764, frame 0691 on April 23, 2008, made by the Grantors signatory thereto in favor of General Electric Capital Corporation, as Agent (the "Intellectual Property Security Agreement"). All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Intellectual Property Security Agreement. The undersigned Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Agent and the Secured Parties, a Lien upon all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of such Grantor, including, without limitation, the Trademarks listed on Schedule 1 of this Supplement to Intellectual Property Security Agreement, subject to the terms and conditions of the Intellectual Property Security Agreement. The undersigned Grantor further agrees that this Supplement to Intellectual Property Security Agreement may be attached to the Intellectual Property Security Agreement, and that the Trademarks listed on Schedule 1 of this Supplement to Intellectual Property Security Agreement shall be and become a part of the Intellectual Property Collateral referred to in said Intellectual Property Security Agreement and shall secure all Obligations referred to in said Intellectual Property Security Agreement on the terms and conditions of the Intellectual Property Security Agreement.

[Remainder of page intentionally left blank; signatures to follow]

GRANTOR:

KINNEY DRUGS, INC., a New York corporation

By: 

Name: Stephen P. McCoy

Title: Executive Vice President and Chief Financial
Officer

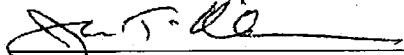
KINNEY DRUGS, INC.
SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 004995 FRAME: 0524

Acknowledgment of Grantor

STATE OF NEW YORK)
) ss
COUNTY OF ONONDAGA)

On this 26th day of March 2013 before me personally appeared Stephen P. McCoy, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Kinney Drugs, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

JOSEPH T. MANCUSO
Notary Public, State of New York
Qual. in Onon. Co., No. 02MA6004179
My Commission Expires Mar. 16, 2014

KINNEY DRUGS, INC.
SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 004995 FRAME: 0525

ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By: _____

Name: Mark J. Forti

Title: Duly Authorized Signatory

KINNEY DRUGS, INC.
SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 004995 FRAME: 0526

Schedule 1
to
Supplement to Intellectual Property Security Agreement

TRADEMARK REGISTRATIONS

Mark	Country	Reg. No.	Dated
You're Under Our Care	United States	3,022,802	12/6/05
HealthDirect	United States	3,760,786	3/16/10
ProAct	United States	3,810,600	6/29/10
Life Vial	United States	3,810,608	6/29/10
Photosource	United States	3,144,271	3/20/07

TRADEMARK APPLICATIONS

Mark	Country	App. No.	Dated
Noble Health Services	United States	85,756,108	10/17/12