

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medical Action Industries Inc.		05/17/2013	CORPORATION: DELAWARE
MAI Acquisition Corp.		05/17/2013	CORPORATION: DELAWARE
500 Expressway Drive South LLC		05/17/2013	LIMITED LIABILITY COMPANY: DELAWARE
Medegen Newco, LLC		05/17/2013	LIMITED LIABILITY COMPANY: DELAWARE
Medegen Medical Products, LLC		05/17/2013	LIMITED LIABILITY COMPANY: DELAWARE
Avid Medical, Inc.		05/17/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	100 Park Avenue, 14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2796857	ACTI TRED
Registration Number:	1762395	ACTISORB
Registration Number:	1721354	CEPTI-SEAL
Registration Number:	4129024	MAI
Registration Number:	4195163	MAI+PLUS
Registration Number:	1513498	MEDICAL ACTION
Registration Number:	4129023	RIGHT. FROM THE BEGINNING.
Registration Number:	2344662	SEPRO NET

OP \$665.00 2796857

Registration Number:	2552439	SOF-KRIMP
Registration Number:	1193420	TOSS-A-WAY
Registration Number:	1238165	TUBEGAUZ
Registration Number:	3945534	URI-CLIP
Registration Number:	1429111	GENT-L-KARE
Registration Number:	0806929	GENT-L-KARE
Registration Number:	3955225	AVID
Registration Number:	3787956	AVID MEDICAL
Registration Number:	2766180	AVID MEDICAL
Registration Number:	3787955	A
Registration Number:	3787954	A
Registration Number:	3787957	A AVID MEDICAL
Registration Number:	3793800	A AVID MEDICAL
Registration Number:	3850586	A AVID MEDICAL THE CUSTOM PROCEDURE TRAY
Registration Number:	3787953	TRUCUSTOM
Registration Number:	3787952	TRUCUSTOM
Registration Number:	3787951	TRUCUSTOM
Registration Number:	2023387	REGANES

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-370-4761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F144793
NAME OF SUBMITTER:	Lisa A. Cobbett
Signature:	/Lisa A. Cobbett/
Date:	05/21/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of May, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 17, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Medical Action Industries Inc., as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 17, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers 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. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

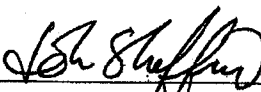
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

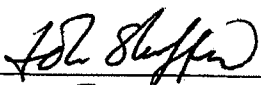
MEDICAL ACTION INDUSTRIES INC.

By: 
Name: John SHEFFIELD
Title: CHIEF FINANCIAL OFFICER

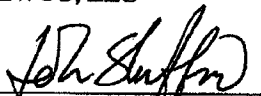
MAI ACQUISITION CORP.

By: 
Name: John SHEFFIELD
Title: CHIEF FINANCIAL OFFICER

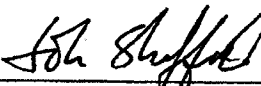
500 EXPRESSWAY DRIVE SOUTH LLC

By: 
Name: John SHEFFIELD
Title: CHIEF FINANCIAL OFFICER

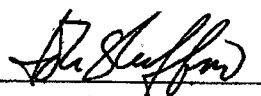
MEDEGEN NEWCO, LLC

By: 
Name: John SHEFFIELD
Title: CHIEF FINANCIAL OFFICER

MEDEGEN MEDICAL PRODUCTS, LLC

By: 
Name: John SHEFFIELD
Title: CHIEF FINANCIAL OFFICER


AVID MEDICAL, INC.

By: 
Name: John SHEFFIELD
Title: CHIEF FINANCIAL OFFICER

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: 
Name: *Thomas Blackman*
Title: *Director*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Medical Action Industries Inc.	United States	ACTI TRED	76/417,986 2796857	12/23/03
Medical Action Industries Inc.	United States	ACTISORB	74/297,777 1762395	4/6/93
Medical Action Industries Inc.	United States	CEPTI-SEAL	74/239,662 1721354	10/6/92
Medical Action Industries Inc.	United States	MAI (& DESIGN)	77/607595 4129024	4/17/12
Medical Action Industries Inc.	United States	MAI+PLUS	85/097,170 4195163	8/21/12
Medical Action Industries Inc.	United States	MEDICAL ACTION	73/707589 1513498	11/22/88
Medical Action Industries Inc.	United States	RIGHT.FROM THE BEGINNING	77/607,579 4129023	4/17/12
Medical Action Industries Inc.	United States	SEPRO NET	75/541,113 2344662	4/25/00
Medical Action Industries Inc.	United States	SOF KRIMP	76/237,920 2552439	3/26/02
Medical Action Industries Inc.	United States	TOSS-A-WAY	73/229,454 1193420	4/6/82
Medical Action Industries Inc.	United States	TUBEGAUZ	73/349,440 1238165	5/17/83
Medical Action Industries Inc.	United States	URI-CLIP	77/902,855 3945534	4/12/11
Medegen Medical Products, LLC	United States	GENT-L-KARE	73/589,993 1429111	2/17/87
Medegen Medical Products, LLC	United States	GENT-L-KARE	72/206,176 806929	4/12/66
Avid Medical, Inc.	United States	AVID (typed)	77/490,514 3955225	05/03/11
Avid Medical, Inc	United States	AVID MEDICAL	77/490,576 3787956	5/11/10
Avid Medical, Inc	United States	AVID MEDICAL	76/295,546 2766180	9/23/03
Avid Medical, Inc	United States	A (Stylized)	77/490,567 3787955	5/11/10
Avid Medical, Inc	United States	A (Stylized)(Black & White)	77/490,551 3787954	5/11/10

Avid Medical, Inc	United States	A AVID MEDICAL	77/490,596 3787957	5/11/10
Avid Medical, Inc	United States	A AVID MEDICAL	77/490,613 3793800	5/25/10
Avid Medical, Inc.	United States	A AVID MEDICAL THE CUSTOM PROCEDURE TRAY COMPANY (Stylized)*	77/490,631 3850586	09/21/10
Avid Medical, Inc	United States	TRUCUSTOM (& DESIGN)	77/490,464 3787953	5/11/10
Avid Medical, Inc	United States	TRUCUSTOM (& DESIGN)	77/490,440 3787952	5/11/10
Avid Medical, Inc	United States	TRUCUSTOM	77/490,418 3787951	5/11/10
Avid Medical, Inc	United States	REGANES	74/727,622 2023387	12/17/96
Medical Action Industries Inc.	Brazil	829936750	829936750	1/11/11
Medical Action Industries Inc.	Canada	MELT-A-WAY (& DESIGN)	290,825 TMA154,281	11/24/67
Medical Action Industries Inc.	Canada	MEDICAL ACTION (Stylized)	610,156 TMA 367650	4/13/90
Medical Action Industries Inc.	China	ACTI MED	6904677	7/14/10
Medical Action Industries Inc.	China	ACTI MED	6904676	5/14/10
Medical Action Industries Inc.	China	MEDICAL ACTION	7035499	9/14/10

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