

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
BDI Pharma, Inc.		05/29/2013	CORPORATION: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	301 S. College Street
Internal Address:	D 1053-221
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3979358	4LEGPBARMA
Registration Number:	4122721	340BDI
Registration Number:	4136639	BDIACCESS
Registration Number:	3979245	SECURIGAM
Serial Number:	85239851	PATHWAY PURCHASING NETWORK

CORRESPONDENCE DATA

Fax Number: 6785337772
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-681-5974
 Email: mlg@phrd.com
 Correspondent Name: Parker Hudson Rainer & Dobbs, LLP
 Address Line 1: 285 Peachtree Center Avenue, N.E.
 Address Line 2: 15th Floor - Mike Grove

CH \$140.00 3979358

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER: 1141.122

NAME OF SUBMITTER: Kathleen O. Currey

Signature: /KOC/

Date: 05/31/2013

Total Attachments: 5
source=Amendment to Patent & Trademark Security Agreement#page1.tif
source=Amendment to Patent & Trademark Security Agreement#page2.tif
source=Amendment to Patent & Trademark Security Agreement#page3.tif
source=Amendment to Patent & Trademark Security Agreement#page4.tif
source=Amendment to Patent & Trademark Security Agreement#page5.tif

May 29, 2013

Wells Fargo Bank, National Association
301 S. College Street
D 1053-221
Charlotte, North Carolina 28288
Attention: BDI Pharma, Inc. Loan Administration

RE: Amendment to Patent and Trademark Security Agreement -- BDI Pharma, Inc.

Ladies and Gentlemen:

Reference is made to that certain Patent and Trademark Security Agreement dated as of October 22, 2009, between Wells Fargo Bank, National Association, a national banking association ("Wells Fargo"), and BDI Pharma, Inc., a South Carolina corporation ("Company"), as recorded in the United States Patent and Trademark Office (the "USPTO") on November 3, 2009, at Reel No. 004089, Frame 0800 (as at any time amended, modified, restated or supplemented, the "IP Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in the IP Security Agreement.

Pursuant to Section 3(c) of the IP Security Agreement, if Company owns or controls any Trademarks not listed on Exhibit B thereto (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of the IP Security Agreement.

Company desires to amend the IP Security Agreement to add the trademarks and trademark applications listed on Exhibit B-1 attached hereto to Exhibit B to the IP Security Agreement as provided below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Exhibit B to the IP Security Agreement is hereby amended by adding to the list of trademarks and trademark applications thereon those trademarks and trademark applications listed on Exhibit B-1 attached hereto. Wells Fargo is hereby authorized to attach a copy of Exhibit B-1 to the IP Security Agreement as a supplement to Exhibit B thereto and to file a copy of the IP Security Agreement, as so amended and supplemented, or this letter agreement, with the USPTO, at Company's expense.

Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the trademarks and trademark applications set forth on Exhibit B-1 hereto to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This letter agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060. Company hereby acknowledges and agrees that each and every reference to "Trademark" or "Trademarks" in the IP Security Agreement shall be

deemed to include, without limitation, those trademarks and trademark applications set forth on Exhibit B-1 attached hereto.

Company represents, warrants and agrees as follows:

(a) Exhibit B to the IP Security Agreement, as supplemented by Exhibit B-1 attached hereto, accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es).

(b) Company has absolute title to each trademark and trademark application listed on Exhibit B-1 attached hereto, free and clear of all Liens except Permitted Liens, and Company will keep each trademark and trademark application listed on Exhibit B-1 attached hereto free and clear of all Liens except Permitted Liens; provided, that, although a third party could, in the future, challenge Company's absolute title to such trademarks and trademark applications, no such challenge is reasonably likely to result in a Material Adverse Effect to Company, and Company is not aware of any basis for such a challenge and is not aware any current challenge to its absolute title.

Company agrees to take such further actions as Wells Fargo shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

Except as otherwise expressly provided in this letter agreement, nothing herein shall be deemed to amend or modify any provision of the IP Security Agreement, which shall remain in full force and effect. This letter agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the IP Security Agreement as herein modified shall continue in full force and effect. This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This letter agreement shall be effective upon execution by Company and acceptance by Wells Fargo (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.


[Remainder of page intentionally left blank; Signatures appear on following page.]

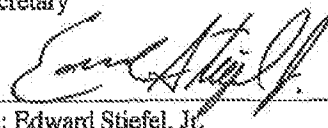
If this letter agreement is acceptable to Wells Fargo, please evidence its agreement by executing the enclosed copy of this letter agreement.

Very truly yours,

COMPANY:

RDI PHARMA, INC.

By: 
Name: Richard Jirdi Gaton
Its Secretary

By: 
Name: Edward Stiefel, Jr.
Its Treasurer

[Signatures continue on following page.]

Accepted and agreed to:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: *Susan Cromartie Carr*
Susan Cromartie Carr, Vice President

EXHIBIT B-1

Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
4legPharma	3,979,358	14-Jun-11
340BDI	4,122,721	3-Apr-12
BDIAccess	4,136,639	1-May-12
SecuriGAM	3,979,245	14-Jun-11

Trademark Applications

<u>Mark</u>	<u>Serial Number</u>	<u>Application Date</u>
Pathway Purchasing Network	85/239,851	11-Feb-11