

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Medical Depot, Inc.		09/27/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Agent
<b>Street Address:</b>	Two Bethesda Metro Center
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Serial Number:	85534547	ACTIVECARE
Registration Number:	3328950	ACTIVECARE MEDICAL
Registration Number:	3565410	CATALINA
Registration Number:	4231128	COMPETITOR
Registration Number:	4007510	COBALT
Registration Number:	2977912	DAYTONA 3
Registration Number:	2977911	DAYTONA 4
Registration Number:	4055290	DELTA
Registration Number:	3978310	DRIVE
Registration Number:	4078065	DRIVE
Registration Number:	3966510	DRIVE FOR THE ROAD AHEAD
Serial Number:	85155126	DRIVE MEDICAL
Registration Number:	2889659	DRIVE MEDICAL DESIGN & MANUFACTURING

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Registration Number:	3573421	INSPIRED TECHNOLOGIES
Registration Number:	3905548	INTREPID
Registration Number:	4319674	LIFESTYLE ESSENTIALS
Registration Number:	2888251	MIMI LITE
Registration Number:	3096062	ODYSSEY
Registration Number:	3323696	OSPREY
Registration Number:	3323694	PILOT
Registration Number:	4243681	POWERCARE
Registration Number:	3323695	PROWLER
Registration Number:	3812249	READY, SET, GO
Registration Number:	3439506	RENEGADE
Registration Number:	4214145	SMARTDOSE
Registration Number:	3323693	SPITFIRE
Registration Number:	3807550	TROTTER
Registration Number:	3912191	VERTEWRAP
Registration Number:	4201620	WENZELITE
Registration Number:	3439505	WILDCAT
Registration Number:	2781459	WINNIE DELUXE
Serial Number:	85398744	XPANDER

**CORRESPONDENCE DATA**

Fax Number: 3129939767  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 3129932647  
Email: zeynep.gieseke@lw.com  
Correspondent Name: Zeynep Gieseke  
Address Line 1: 233 S. Wacker Drive, Suite 5800  
Address Line 2: c/o Latham & Watkins LLP  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	025646-0701
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	09/27/2013

Total Attachments: 7  
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**TRADEMARK**  
**REEL: 005119 FRAME: 0208**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 27, 2013, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below), and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 27, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Medical Depot, Inc. (the “Borrower”), Medical Depot Holdings, Inc. (the “Holdings”), the other Credit Parties, GE Capital, as Agent for the Lenders and the L/C Issuers and for itself as a Lender (including as Swingline Lender), and such Lenders and L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and pending Trademark applications, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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.

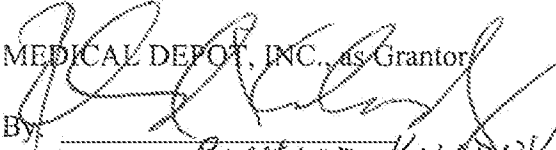
Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[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.

MEDICAL DEPOT, INC. as Grantor  
By:   
Name: RICHARD KOLODNY  
Title: PRESIDENT

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: 

Name:

**Keith Bird**

Title:

**Duly Authorized Signatory**

[Signature Page to Trademark Security Agreement]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations & Applications

See attached



## U.S. Trademarks

Owner	Mark	Application No.	Registration No.
Medical Depot, Inc.	ACTIVECARE	85/534,547	
Medical Depot Inc.	ACTIVECARE MEDICAL	77/145,485	3,328,950
Medical Depot, Inc.	CATALINA	77/218,682	3,565,410
Medical Depot, Inc.	COMPETITOR	85/398,228	4,231,128
Medical Depot, Inc.	COBALT	85/110,286	4,007,510
Medical Depot Inc.	DAYTONA 3	76/565,044	2,977,912
Medical Depot Inc.	DAYTONA 4	76/565,043	2,977,911
Medical Depot, Inc.	DELTA	85/209,409	4,055,290
Medical Depot, Inc.	DRIVE	85/209,032	3,978,310
Medical Depot, Inc.	DRIVE	85/209,385	4,078,065
Medical Depot, Inc.	DRIVE FOR THE ROAD AHEAD (Stylized)	85/212,044	3,966,510
Medical Depot Inc.	DRIVE MEDICAL	85/155,126	
Medical Depot Inc.	DRIVE MEDICAL DESIGN & MANUFACTURING	76/368,747	2,889,659
Medical Depot Inc.	INSPIRED TECHNOLOGIES	77/249,745	3,573,421
Medical Depot, Inc.	INTREPID	77/884,258	3,905,548
Medical Depot, Inc.	LIFESTYLE ESSENTIALS	85/516,395	4,319,674
Medical Depot Inc.	MIMI LITE	76/435,554	2,888,251
Medical Depot, Inc.	ODYSSEY	76/565,041	3,096,062
Medical Depot, Inc.	OSPREY	77/133,549	3,323,696
Medical Depot, Inc.	PILOT	77/133,532	3,323,694
Medical Depot, Inc.	POWERCARE	85/589,132	4,243,681
Medical Depot, Inc.	PROWLER	77/133539	3,323,695
Medical Depot Inc.	READY, SET, GO	78/921,090	3,812,249
Medical Depot, Inc.	RENEGADE	77/216,137	3,439,506
Medical Depot, Inc.	SMARTDOSE	77/272,899	4,214,145
Medical Depot, Inc.	SPITFIRE	77/133,521	3,323,693
Medical Depot Inc.	TROTTER	77/395,780	3,807,550
Medical Depot Inc.	VERTEWRAP	77/884,249	3,912,191
Medical Depot, Inc.	WENZELITE	85/515,870	4,201,620

<b>Owner</b>	<b>Mark</b>	<b>Application No.</b>	<b>Registration No.</b>
Medical Depot, Inc.	WILDCAT	77/216,137	3,439,505
Medical Depot Inc.	WINNIE DELUXE	76/435,553	2,781,459
Medical Depot, Inc.	XPANDER	85/398,744	