

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Webster Business Credit Corporation		09/27/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Medical Depot, Inc.
Street Address:	99 Seaview Blvd.
City:	Port Washington
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	3812249	READY, SET, GO
Registration Number:	3328950	ACTIVECARE MEDICAL
Registration Number:	3807550	TROTTER
Registration Number:	2977912	DAYTONA 3
Registration Number:	2977911	DAYTONA 4
Registration Number:	3096062	ODYSSEY
Registration Number:	2888251	MIMI LITE
Registration Number:	2781459	WINNIE DELUXE
Registration Number:	2889659	DRIVE MEDICAL DESIGN & MANUFACTURING
Registration Number:	2553261	TANGO
Registration Number:	2747600	MOBILITY USA
Registration Number:	2414020	DR. K
Registration Number:	2415740	DR. K
Registration Number:	2495652	DR. K

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TRADEMARK

Registration Number:	2433326	DR. K
Registration Number:	2404307	DR. K
Registration Number:	2404308	DR. K
Registration Number:	2477479	DR. K
Registration Number:	2425045	DR. K
Registration Number:	2501460	DR.K
Registration Number:	2501461	DR. K
Registration Number:	2412490	DR. K
Registration Number:	2414028	DR. K
Registration Number:	2477491	DR. K
Registration Number:	2426750	DR. K
Registration Number:	2429749	DR. K SPORT
Registration Number:	2425121	DR.K SPORT
Registration Number:	2425122	DR. K SPORT
Registration Number:	2429752	DR. K SPORT
Registration Number:	3106656	AIRE BUS PEDIATRIC NEBULIZER
Registration Number:	0690805	
Registration Number:	0692410	
Registration Number:	2796943	WINMED PRODUCTS COMPANY
Registration Number:	2783878	NANNIE DELUXE
Registration Number:	2781460	AUSSIE LITE
Serial Number:	76369192	DRIVE
Serial Number:	76369191	DRIVE MEDICAL
Serial Number:	76565040	SEVILLE
Serial Number:	76565039	STINGRAY 3
Serial Number:	76565045	STINGRAY 4
Serial Number:	76565042	SUNFIRE LS

CORRESPONDENCE DATA

Fax Number: 2123711084
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-508-6700
Email: tenenbaum@thsh.com
Correspondent Name: Alan Tenenbaum
Address Line 1: 900 Third Avenue, 12th Floor
Address Line 4: New York, NEW YORK 10022

TRADEMARK

REEL: 005120 FRAME: 0029

	15219.0063
NAME OF SUBMITTER:	Alan Tenenbaum
Signature:	/atenenbaum/
Date:	09/30/2013
Total Attachments: 4 source=1#page1.tif source=1#page2.tif source=1#page3.tif source=1#page4.tif	

RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of September 2, 2013, is made to Medical Depot Inc. (the "Company") by Webster Business Credit Corporation ("WBCC"), a New York corporation, individually, and as Agent for the Lenders (WBCC, in such capacity, "Agent") under that certain Credit and Security Agreement dated as of June 29, 2004 ("First Credit Agreement"), that certain Second Amended and Restated Credit and Security Agreement, dated as of March 16, 2011 ("Second Credit Agreement"), and that certain Credit and Security Agreement dated as of October 11, 2011 ("Third Credit Agreement") the First Credit Agreement, the Second Credit Agreement, and the Third Credit Agreement among the Company, as a Borrower thereunder, and other Borrowers party thereto, the Lenders and the Agent (the First Credit Agreement, Second Credit Agreement, and Third Credit Agreement as amended, restated, supplemented or otherwise modified from time to time, hereinafter the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement, as further amended, restated, supplemented or otherwise modified);

WHEREAS, on or about June 29, 2004, pursuant to the First Credit Agreement, the Company executed a Trademark Security Agreement, as recorded in the United States Patent and Trademark Office on August 24, 2004, at Reel 002921 Frames 0721 through 0729 ("First Trademark Security Agreement");

WHEREAS, on or about March 16, 2011, pursuant to the Second Credit Agreement, the Company executed a Trademark Security Agreement, as recorded in the United States Patent and Trademark Office on April 12, 2011, at Reel 004519 Frames 0603 through 0608 ("Second Trademark Security Agreement");

WHEREAS, on or about October 27, 2011, pursuant to the Third Credit Agreement, the Company executed a Trademark Security Agreement, as recorded in the United States Patent and Trademark Office on November 18, 2011, at Reel 004662 Frames 0864 through 0869 ("Third Trademark Security Agreement") (the First Trademark Security Agreement, the Second Trademark Security Agreement, and the Third Trademark Security Agreement hereinafter collectively referred to as the "Trademark Security Agreements");

WHEREAS, pursuant to the Credit Agreement, the Company assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent, for its benefit and for the benefit of the Lenders, all of its right, title and interest in and to, and granted to the Agent, for its benefit and for the benefit of the Lenders, a security interest in, the property described therein, including without limitation, all of the Company's Trademarks (as defined in the Trademark Security Agreements), whether then presently existing or thereafter acquired or arising, or in which the Company had or thereafter acquired rights, and wherever located, and all products and proceeds of any of the foregoing as security for all of the Obligations;

WHEREAS, as a condition precedent to the extension of financial accommodations pursuant to the Credit Agreement, and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lenders required that the Company grant to the Agent, for its benefit and for the benefit of the Lenders, a security interest in and a collateral assignment of the Property (as defined in the Trademark Security Agreements);

WHEREAS, under the Trademark Security Agreements, as security for the payment and performance of all of the Obligations, the Company granted and conveyed a security interest to the Agent, for its benefit and for the benefit of the Lenders, in, and collaterally assigned to the Agent, for its benefit and for the benefit of the Lenders, all of the Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark then or thereafter owned by the Company or in which the Company had or thereafter acquired rights, and wherever located, including, without limitation, each Trademark referred to in Schedule I thereto, and any renewals of registrations thereof; (b) the goodwill of the Company symbolized the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I thereto; and

WHEREAS, under the Trademark Security Agreements, the Company further agreed that if at any time before the termination of the Trademark Security Agreements, the Company obtained or acquired rights to any new Trademark (including any Trademark application), the provisions of Section 2 of the Trademark Security Agreements shall automatically apply thereto, that the Company shall comply with the terms of the Trademark Security Agreements with respect to such new Trademark, and the Company authorized the Agent to modify the Trademark Security Agreements by amending Schedule 1 thereto to include such Trademarks (and Trademark applications);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, WBCC, individually, and as Agent for the Lenders pursuant to the Credit Agreement, hereby terminates, releases and fully discharges: (a) any and all rights granted to it by the Company under the Trademark Security Agreements including, without limitation, any security interest in or to the Company's Trademarks, Trademark applications, Property (each as defined therein) and Collateral, including, without limitation, the trademarks, trademark registrations, and applications for the registration of trademarks, identified in Schedule A attached hereto; and (b) any and all other rights and security granted to it by the Company in the Trademarks, Trademark applications, Property and Collateral.

WBCC, individually, and as Agent for the Lenders pursuant to the Credit Agreement, further agrees that it shall cooperate with reasonable requests made by the Company, and shall execute and deliver to the Company any and all deeds, assignments and other instruments that may be reasonably necessary or proper to evidence or effectuate this Release.

Dated September 27, 2013

Webster Business Credit Corporation,
individually and as Agent

By: Gordon Massave
Name: Gordon Massave
Title: VP

Medical Depot, Inc.
By: [Signature]
Name: [Signature]
Title: President

Schedule A

Mark	Application No.	Registration No.
READY, SET, GO	78/921,090	3,812,249
ACTIVECARE MEDICAL	77/145,485	3,328,950
TROTTER	77/395,780	3,807,550
DAYTONA 3	76/565,044	2,977,912
DAYTONA 4	76/565,043	2,977,911
ODYSSEY	76/565,041	3,096,062
MIMI LITE	76/435,554	2,888,251
WINNIE DELUXE	76/435,553	2,781,459
DRIVE MEDICAL DESIGN & MANUFACTURING	76/368,747	2,889,659
TANGO	75/720,916	2,553,261
MOBILITY USA	75/773,636	2,747,600
DR. K	75/881,504	2,414,020
DR. K	75/881,506	2,415,740
DR. K	75/881,808	2,495,652
DR. K	75/881,809	2,433,326
DR. K	75/881,841	2,404,307
DR. K	75/881,842	2,404,308
DR. K	75/882,031	2,477,479
DR. K	75/882,092	2,425,045
DR. K	75/882,744	2,501,460

Mark	Application No.	Registration No.
DR. K	75/882,770	2,501,461
DR. K	75/883,158	2,412,490
DR. K	75/883,172	2,414,028
DR. K	75/883,186	2,477,491
DR. K	75/883,187	2,426,750
DR. K SPORT	75/898,417	2,429,749
DR. K SPORT	75/898,660	2,425,121
DR. K SPORT	75/898,663	2,425,122
DR. K SPORT	75/898,686	2,429,752
AIREBUS PEDIATRIC NEBULIZER	78/663,501	3,106,656
DRIVE MEDICAL DESIGN & MANUFACTURING	??	5,588,033 No data
DRIVE MEDICAL DESIGN & MANUFACTURING	??	5,587,852 No data
DRIVE EUROPE	??	6,467,643 No data
DR. K SPORT		690,805
DR. K SPORT		692,410
WINMED PRODUTS COMPANY		2,796,943
NANNIE DELUX		2,783,878
AUSSIE LITE		2,781,460
DRIVE	76/369,192	
DRIVE MEDICAL	76/369,191	
SEVILLE	76/565,040	
STINGRAY 3	76/565,039	
STINGRAY 4	76/565,045	
SUNFIRE LS	76/565,042	