

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
BENLAN INC.		11/12/2013	CORPORATION: CANADA

RECEIVING PARTY DATA	
Name:	GE Capital Canada Finance Inc.
Street Address:	123 Front Street West
Internal Address:	Suite 1400
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2M2
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	4038996	BENLAN
Registration Number:	4039075	
Registration Number:	1465323	MED-RX

CORRESPONDENCE DATA	
Fax Number:	4168680673
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4166017765
Email:	bbell@mccarthy.ca
Correspondent Name:	Bethanne Bell, McCarthy Tetrault LLP
Address Line 1:	Box 48, Suite 5300
Address Line 2:	TD Bank Tower
Address Line 4:	Toronto, Ontario, CANADA M5K 1E6

ATTORNEY DOCKET NUMBER:	032329-457024
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CH \$90.00 4038996

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Bethanne Bell
Signature:	/Bethanne Bell/
Date:	11/19/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 12, 2013, is made by Benlan Inc. (the "Grantor"), in favor of GE Capital Canada Finance Inc. ("GE Canada"), as Agent for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 12, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among CHSL Holdco, Inc. ("Holdings"), CHSL Acquisition, Inc. ("Acquisition Co.") and following completion of the Closing Date Acquisition, Canadian Hospital Specialties ULC ("CHS"), CHSL Holdings Corp. ("CHSL Holdings"), 2228542 Ontario Inc. ("2228542"), the Grantor, Benlan U.S.A., Inc. ("Benlan US"), Equinox Specialty Products Inc. ("Equinox", together with Acquisition Co., CHS, CHSL Holdings, 2228542, the Grantor and Benlan US, the "Borrowers"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, GE Canada, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to the Guarantee and Security Agreement pursuant to which the Grantor is 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 the 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 Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of itself and the Secured Parties, and grants to the 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 the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses included in the Collateral, 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.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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 to the extent, and on the same terms, set forth in the Guarantee and Security Agreement.

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 Province of Ontario and the federal laws of Canada applicable therein.

[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.

BENLAN INC.

By: _____


Name: Brian Enns
Title: Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 005156 FRAME: 0935

ACCEPTED AND AGREED
as of the date first above written:

GE CAPITAL CANADA FINANCE INC.
as Canadian Agent

By: 
Name:
Title:

RICHARD ZENI
DULY AUTHORIZED SIGNATORY

[Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Title	Jurisdiction	Reg. No.	Application No.	Reg. Date
BENLAN INC.	BENLAN (the "Mark")	Canada	TMA773,921	1,445,653	Aug. 6, 2010
BENLAN INC.	MED-RX (the "Mark")	Canada	TMA339,093	568,863	Apr. 15, 1988
BENLAN INC.	CIRCLE TEARDROP Design	Canada	TMA777,942	1,456,046	Sept. 23, 2010
BENLAN INC.	MED-LINK	Canada	TMA582,042	841,260	May 21, 2003
BENLAN INC.	BENLAN	US	4,038,996	77/792,756	Oct. 11, 2011
BENLAN INC.	CIRCLE TEARDROP Design	US	4,039,075	77/874,823	Oct. 11, 2011
BENLAN INC.	MED-RX (the "Mark")	US	1,465,323	73/651,030	Nov. 17, 1987

IP Licenses

Nil.