

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Regions Bank		12/02/2013	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Medical Specialties Distributors, LLC		
Street Address:	800 Technology Drive		
City:	Stoughton		
State/Country:	MASSACHUSETTS		
Postal Code:	02072		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3412046	B	
Registration Number:	3503133	CORBRIDGE	
Registration Number:	3127390	CORBRIDGE	
Registration Number:	2978005	ONETRACK	
Registration Number:	3074044	ONEMED SYSTEM	
Registration Number:	4249287	MSD	
Registration Number:	4233138	OIS PAPERLESS	
Serial Number:	85554011	MED STREAM	
CORRESPONDENCE DATA			
Fax Number:	9177777373		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-735-3000		
Email:	andrew.patrick@skadden.com		
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP		

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ATTORNEY DOCKET NUMBER: 217730/2574

NAME OF SUBMITTER: Adam Greenberg

Signature: /Adam Greenberg/

Date: 12/03/2013

Total Attachments: 7

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY RIGHTS**

TERMINATION AND RELEASE dated as of December 2, 2013 from Regions Bank, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Medical Specialties Distributors, LLC, a Delaware limited liability company.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, dated as of December 13, 2012, by and among the Medical Specialties Distributors, LLC, Medical Specialties Distributors Holdings, Inc. and Agent for the Lenders from time to time parties thereto in favor of the Agent (as amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"), a security interest (the "Security Interest") was granted by Medical Specialties Distributors, LLC, Medical Specialties Distributors Holdings, Inc. and Outpatient Infusion Systems, Inc. (collectively, the "Grantors") to the Agent in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Amended and Restated Intellectual Property Security Agreement dated as of December 13, 2012, among the Agent and the Grantors (the "Security Agreement"), the Grantors, by reference to the Guarantee and Collateral Agreement, reaffirmed their intent to grant a Security Interest to the Agent specifically in certain Intellectual Property Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 27, 2012, at Reel 4930 and Frame 0148; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral pursuant to the Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Intellectual Property Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in and to the following (including, without limitation, those items listed on Schedules 1, 2 and 3 hereto):

- (a) (1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all

applications in connection therewith (other than any “intent to use” trademark application for which a statement of use has not yet been filed (but only until such statement is filed with, and accepted by, the United States Patent and Trademark Office or the equivalent thereof in any jurisdiction)), including, without limitation, each trademark registration and application for trademark registration identified in Schedule 1, (2) the right to obtain all renewals thereof, (3) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the Trademarks”);

- (b) (1) all letters patent, all reissues and extensions thereof, including, without limitation, any of the foregoing identified in Schedule 2, (2) all applications for letters patent and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing identified in Schedule 2, (3) all rights to obtain reissues or extensions of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, and (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) (collectively, the “Patents”);
- (c) (1) all copyrights, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all copyright registrations and applications for copyright registrations identified in Schedule 3, (2) the right to obtain all renewals thereof, (3) the rights to print, publish and distribute any of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (6) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (collectively, the “Copyrights”);
- (d) (1) all Patent Licenses, Trademark Licenses, and Copyright Licenses, as defined in the Guarantee and Collateral Agreement (except to the extent any such Patent License, Trademark License or Copyright License constitutes Excluded Intellectual Property, as defined in the Guarantee and Collateral Agreement), (2)

the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations of any of the foregoing, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (4) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing.

2. Release of Security Interest. The Agent hereby terminates, releases and fully discharges its Security Interest in each Grantor's right, title and interest in and to all of the Intellectual Property Collateral, and any right, title or interest of the Agent in and to such Intellectual Property Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

4. THIS TERMINATION AND RELEASE AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

REGIONS BANK

By: Helen C. Hartz
Name: Helen C. Hartz
Title: Vice President

Schedule 1

Registered Trademarks and Trademark Applications

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
B	77005216	22-Sep-2006	3412046	15-Apr-2008	Medical Specialties Distributors, LLC
CORBRIDGE	78916890	26-Jun-2006	3503133	16-Sep-2008	Medical Specialties Distributors, LLC
CORBRIDGE	76602409	15-Jul-2004	3127390	08-Aug-2006	Medical Specialties Distributors, LLC
ONETRACK	76579112	04-Mar-2004	2978005	26-Jul-2005	Medical Specialties Distributors, LLC
ONEMED SYSTEM	76578946	02-Mar-2004	3074044	28-Mar-2006	Medical Specialties Distributors, LLC
MSD	85553963	27-Feb-2012	4249287	27-Nov-2012	Medical Specialties Distributors, LLC
MED STREAM	85554011	27-Feb-2012			Medical Specialties Distributors, LLC
OIS PAPERLESS	85553992	27-Feb-2012	4233138	30-Oct-2012	Medical Specialties Distributors, LLC

Schedule 2

Registered Patents

None.

Patents Pending

None.

Schedule 3

Registered Copyrights and Copyright Applications

Title	Registration Number	Registration Date	Owner
Wren track: version 5.00	TX5460883	01-Oct-2001	Medical Specialties Distributors, LLC