

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Specialties Distributors, LLC		12/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4249287	MSD	
Registration Number:	4233138	OIS PAPERLESS	
Registration Number:	3412046	B	
Registration Number:	3503133	CORBRIDGE	
Registration Number:	2978005	ONETRACK	
Registration Number:	3074044	ONEMED SYSTEM	
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		
Address Line 1:	Four Times Square		

Address Line 2: Attn: Adam Greenberg, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2574
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NAME OF SUBMITTER:	Adam Greenberg
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Signature:	/Adam Greenberg/
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Date:	12/03/2013
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 2, 2013 (this “**Agreement**”), among MEDICAL SPECIALTIES DISTRIBUTORS, LLC, a Delaware limited liability company (the “**Grantor**”), located at 800 Technology Center Drive, Stoughton, MA 02072, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“**CS**”), as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Guarantee and Collateral Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among MSD, Merger Sub, Holdings, Parent, the Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among MSD, Merger Sub, Holdings, Parent, the Lenders party thereto and CS, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor (other than the Borrower) is an affiliate of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver the Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

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

and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the “**Trademarks**”); and

(c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of such Grantor’s right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of such Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Guarantee and Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Assets.

SECTION 5. Term. The term of this Agreement shall be co-terminus with the Guarantee and Collateral Agreement as its term is set forth therein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

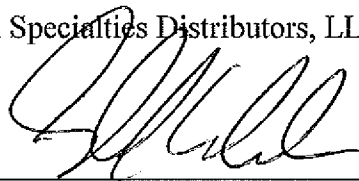
SECTION 7. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 8. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

Medical Specialties Distributors, LLC,



By: _____

Name: Edward Wholihan

Title: Chief Financial Officer, Vice
President, Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005165 FRAME: 0384

Acknowledged and Agreed by:

Credit Suisse AG, Cayman Islands Branch

By: JD 7. m 6

Name:

Title:

JOHN D. TORONTO
AUTHORIZED SIGNATORY

By: W. Gaston

Name:

Title:

WHITNEY GASTON
AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005165 FRAME: 0385

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

Trademark	Database	Application Number	Registration Number	Owner
MSD	United States	85553963	4249287	Medical Specialties Distributors, LLC Regions Bank Lien (2012)
OIS PAPERLESS	United States	85553992	4233138	Medical Specialties Distributors, LLC Regions Bank Lien (2012)
MED STREAM	United States	85554011	N/A	Medical Specialties Distributors, LLC Regions Bank Lien (2012)
B	United States	77005216	3412046	Medical Specialties Distributors, LLC Regions Bank Lien (2010 & 2012)
CORBRIDGE	United States	78916890	3503133	Medical Specialties Distributors, LLC Regions Bank Lien (2010 & 2012)
ONETRACK	United States	76579112	2978005	Medical Specialties Distributors, LLC Regions Bank Lien (2010 & 2012)
ONEMED SYSTEM	United States	76578946	3074044	Medical Specialties Distributors, LLC Regions Bank Lien (2010 & 2012)