

01/06/2014

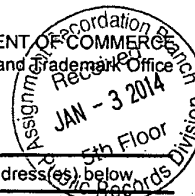


Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/12)

103665283

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY



To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

MDR Specialty Distribution Corp.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: Virginia
☐ Other _____

Citizenship (see guidelines) Virginia - USAAdditional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 1-2-2014

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Assignment and Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Keltic Financial Partners II, LPStreet Address: 580 White Plains Road, Suite 610City: TarrytownState: New YorkCountry: United States Zip: 10591

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☒ Limited Partnership Citizenship Delaware - USA
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Text

77506549; 76339307

B. Trademark Registration No.(s)

3,790,779; 3,101,066

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

TripleTrak; Venuity Health Care

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John F. State, Esq.Internal Address: Cullen and Dykman LLPStreet Address: 99 Washington Avenue, Suite 2020City: AlbanyState: New YorkZip: 12210Phone Number: (518) 788-9407

Docket Number: _____

Email Address: jstate@cullenanddykman.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

01/08/2014 HTON11 00000090 3790779

Deposit Account Number: 40.00 OP

02 FC:8522

Authorized User Name _____ 25.00 OP

9. Signature:

Danielle M. Nunziato
Signature

January 2, 2014

Date

Danielle M. Nunziato

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005195 FRAME: 0063

RECORDATION FORM COVER SHEET
ATTACHMENT

4. Application number(s) or registration number(s) and identification or description of the Trademark.

	MARK	SERIAL NO.	REGISTRATION NO.	GRANTOR
1.	TripleTrak (and design)	77506549	3,790,779	MDR Specialty Distribution Corp.
2.	Venuity Health Care (and design)	76339307	3,101,066	MDR Specialty Distribution Corp.

TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

This **TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT** (this "**Agreement**"), dated as of January 2, 2014, is made between **MDR SPECIALTY DISTRIBUTION CORP.**, a corporation organized under the laws of the Commonwealth of Virginia ("**Assignor**"), and **KELTIC FINANCIAL PARTNERS II, LP**, a Delaware limited partnership with a place of business at 580 White Plains Road, Suite 610, Tarrytown, New York 10591 ("**Lender**").

RECITALS:

Assignor has executed and delivered to Lender a Loan and Security Agreement dated on or about the date hereof (the "**Loan Agreement**"), a Revolving Credit Note dated on or about the date hereof (collectively with the Loan Agreement and each and every document, instrument or agreement executed and/or delivered to Lender in connection therewith, as the same may be modified, amended, restated or replaced from time to time, to be referred the "**Loan Documents**"). Pursuant to the Loan Documents Lender is extending certain credit (the "**Loans**") to Assignor and Assignor is required to grant to Lender a security interest in and to, and to assign to, all of Assignor's general intangibles, including but not limited to all trademarks of Assignor. Assignor possesses one or more trademarks used in connection with its business and Lender is unwilling to extend the Loans to Assignor unless it receives this Agreement.

AGREEMENT:

SECTION 1. Definitions. Unless defined in the Recitals, above, in the body of this Agreement, or in the Exhibits hereto, capitalized terms have the meanings given to such terms in the Loan Agreement.

SECTION 2. Grant of Assignment and Security Interest. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure the prompt payment and performance of all of the Obligations to Lender, Assignor does hereby assign to Lender, and mortgage, pledge and hypothecate to Lender, and grant to Lender for its benefit, first priority liens and security interests in and to, all of the following property, whether now owned or hereafter acquired or existing by Assignor (the "**Trademark Collateral**"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing anywhere in the world or hereafter adopted or acquired throughout the world, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including each registered trademark and trademark application referred to in **Exhibit A** attached hereto;

(b) all extensions, renewals and reexaminations of any of the items described in **paragraph (a)**, immediately above;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, **paragraphs (a) and (b)**, above;

(d) all trademark licenses, including each trademark license referred to in Exhibit B attached hereto; and

(e) all proceeds of, and rights associated with, all of the foregoing (including license royalties and proceeds of infringement suits), all claims and rights of Assignor to sue third parties for past, present or future infringement or dilution of any trademark or trademark application, including any trademark or trademark application referred to in Exhibit A attached hereto, or for any injury to the goodwill associated with the use of any such trademark, and for breach or enforcement of any trademark license, including any trademark license referred to in Exhibit B attached hereto, and all rights corresponding thereto throughout the world.

The security interests and rights granted to Lender hereby have been granted as a supplement to, and not in limitation of, the security interests granted to Lender for its benefit under the Loan Agreement. The Loan Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Perfection. Assignor acknowledges and agrees that this Agreement has been executed and delivered by Assignor for the purpose of registering the security interests of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. Assignor further agrees that it will execute and deliver to Lender such security agreements, assignments, and other documents and instruments as Lender may at any time or from time to time reasonably request that are required to perfect or protect the security interests granted to Lender hereby. Assignor shall also cooperate with Lender in obtaining appropriate waivers or subordinations of interests from such third parties in any Trademark Collateral as may be required by Lender in its sole and absolute discretion. Assignor authorizes Lender to execute alone any financing statements or other documents or instruments that Lender may require to perfect, protect or establish any lien or security interest granted to Lender by Assignor hereunder and further authorizes Lender to sign Assignor's name on the same and/or to file or record the same without Assignor's signature thereon. Assignor hereby appoints Lender as its attorney in fact to execute and deliver notices of lien, financing statements, assignments, and any other documents, notices, and agreements necessary for the perfection of Lender's security interests in the Trademark Collateral. The powers granted to Lender herein, being coupled with an interest, are irrevocable, and Assignor approves and ratifies all acts of the attorney-in-fact. In acting in accordance with the terms of this Agreement, Lender shall not be liable for any act or omission, error in judgment or mistake of law except for Lender's gross negligence or willful misconduct. Assignor agrees to pay the costs of the continuation of Lender's security interests and releases or assignments of Lender's interests granted herein.

SECTION 4. Representations and Warranties; Covenants. Assignor represents, warrants and covenants to Lender, and shall be deemed to continually do so, as long as this Agreement shall remain in force, that:

(a) Assignor has good and marketable title to the Trademark Collateral as sole owner thereof. There are no existing liens on or other security interests in or to any Trademark Collateral, except for liens and security interests in favor of Lender, and security interests of third parties with respect to which Lender has consented to in writing in advance, all of which as of the date hereof are described on Exhibit B attached hereto. Except as set forth on Exhibit B attached hereto, none of the Trademark Collateral is subject to any prohibition against encumbering, pledging, hypothecating or assigning the same or requires notice or consent in connection therewith;

(b) Neither Assignor's execution nor delivery of this Agreement constitutes a breach of, or a default under, any agreement, undertaking or instrument to which Assignor is a party or by which it or any of the Trademark Collateral may be affected, or would result in the imposition of any lien or other encumbrance on any Trademark Collateral;

(c) During the term of this Agreement Assignor shall continually take such steps as are necessary and prudent to protect the interests of Lender in the Trademark Collateral granted hereunder including, but not limited to, the following:

(i) Maintain books and records relating to the Trademark Collateral satisfactory to Lender and allow Lender or its representatives access to such records and the Trademark Collateral at all reasonable times for the purpose of examining, inspecting, verifying, copying, extracting and other reasonable purposes as Lender may reasonably require;

(ii) Maintain the Trademark Collateral and the books and records relating to the Trademark Collateral at Assignor's address indicated above, or at such other address as Lender shall permit, in its sole discretion, upon request to Lender contained in an Authenticated Record from Assignor;

(iii) Execute and deliver to Lender such other and further documentation necessary to evidence, effectuate or perfect Lender's security interests in and to the Trademark Collateral;

(iv) Keep the Trademark Collateral free of all liens, encumbrances, mortgages or security interests in, on or to any of the Trademark Collateral, or in, to or on rights thereto, except for the security interests of Lender pursuant to the terms hereof, and security interests of third parties with respect to which Lender has consented to in writing in advance, all of which as of the date hereof are described on Exhibit B attached hereto, and defend the Trademark Collateral against all claims and demands of third parties at any time claiming the same or any interest therein;

(v) Neither directly nor indirectly sell, transfer hypothecate or otherwise dispose of the Trademark Collateral or any interest therein, in bulk or otherwise, or grant any Person an option to acquire any right, title or interest in or to all or any portion of the Trademark Collateral, or grant any rights in or to the Trademark Collateral other than rights to use the Trademark Collateral as described in Exhibit B attached hereto, and the security interests in the Trademark Collateral granted to Lender pursuant to the terms hereof;

SECTION 5. Events Of Default. Any of the following events or occurrences shall constitute an "Event of Default" under this Agreement:

(a) the occurrence of any "Event of Default" under any of the Loan Documents (as defined in the Loan Documents);

(b) the failure of Assignor to perform or comply with any provision of this Agreement and the continuance of such failure beyond any applicable grace and/or notice period provided for herein, if any; or

(c) the occurrence of a material adverse change in the condition, marketability or value of the Trademark Collateral, unless such change is caused by an event for which insurance coverage is in effect and the proceeds of such insurance are paid to Lender.

SECTION 6. Preservation of Trademark Collateral. Assignor agrees that Lender shall not have any obligation to preserve rights to any Trademark Collateral against prior parties or to marshal any Trademark Collateral of any kind for the benefit of any other creditor of Assignor or any other Person. After the occurrence of a Default or an Event of Default, Lender is hereby granted a license or other right to use, without charge, Assignor's labels, trademarks, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, as it pertains to the Trademark Collateral, in advertising for sale, lease or license of and selling, leasing or licensing of any Trademark Collateral and Assignor's rights under all licenses and any franchise, sales or distribution agreements shall inure to Lender's benefit for such purposes.

SECTION 7. Rights and Remedies on Default.

(a) Upon the occurrence of any Event of Default, Lender shall have, in addition to all other rights and remedies of Lender under this Agreement (i) all rights and remedies granted to a Secured party in the UCC, and (ii) all rights and remedies with respect to Collateral granted to Lender under the other Loan Documents, and (iii) all rights and remedies of Lender with respect to the Collateral available under applicable law.

(b) Upon the occurrence of any Event of Default, Lender may, without demand, advertising or notice, all of which Assignor hereby waives (except as the same may be required by law), sell, lease, license, dispose of, deliver and grant options to a third party to purchase, lease, license or otherwise dispose of any and all Trademark Collateral at any time or times in one or more public or private sales or other dispositions, for cash, on credit or otherwise, at such prices and upon such terms as are commercially reasonable (within the meaning of the UCC). All requirements of reasonable notice that may be applicable under this section shall be met if such notice is mailed, postage prepaid, to Assignor at its address set forth herein or such other address as Assignor may have provided to Lender, in a Record, at least ten (10) days before the time of such sale or disposition. Lender may, if it deems it reasonable, postpone or adjourn any sale of any Trademark Collateral from time to time by an announcement at the time and place of the sale to be so postponed or adjourned without being required to give a new notice of sale; *provided, however,* that Lender shall provide Assignor with written notice of the time and place of such postponed or adjourned sale. Lender may be the purchaser at any such public or private sale, and payment may be made, in whole or in part, in respect of such purchase price by the application of Obligations due from Assignor to Lender. Assignor shall be obligated for, and the proceeds of sale shall be applied first to, the costs of retaking, refurbishing, storing, guarding, insuring, preparing for sale, and selling the Trademark Collateral, including the fees and disbursements of attorneys, auctioneers, appraisers, consultants and accountants employed by Lender in its discretion. Proceeds from the sale or other disposition of Trademark Collateral shall be applied to the payment, in whatever order Lender may elect, of all Obligations of Assignor. Lender shall return any excess to Assignor. Trademark Collateral securing purchase money security interests also secures non-purchase money security interests. Upon request of Lender, following the occurrence of any Event of Default, Assignor will assemble and make the Trademark Collateral available to Lender, at a reasonable place and time designated by Lender. Assignor's failure to take possession of any Trademark Collateral at any time and place reasonably specified by Lender in a Record to Assignor shall not constitute an abandonment of such Trademark Collateral unless specifically acknowledged by Lender in an Authenticated Record delivered to Assignor by Lender.

(c) Lender shall not be responsible to Assignor for loss or damage resulting from Lender's failure to enforce or collect any Trademark Collateral or any monies due or to become due under any liability of Assignor to Lender.

(d) After an Event of Default, Assignor (i) will make no change in any Trademark Collateral, and (ii) shall receive as the sole property of Lender and hold in trust for Lender all monies, checks, notes, drafts, and other property (collectively called "Items of Payment") representing the proceeds of any Trademark Collateral including but not limited to, all royalty and other amounts paid in connection with any lease or license of the Trademark Collateral by Assignor to any third party.

(e) After an Event of Default, Lender may, but shall be under no obligation to: (i) notify any party that the Trademark Collateral, or any part thereof, has been assigned to Lender; (ii) take control of any cash or non-cash proceeds of any item of the Trademark Collateral; (iii) compromise, extend or renew any Trademark Collateral, or any document or instrument relating thereto, or deal with the same as it may deem advisable; and (iv) make exchanges, substitutions or surrender of items comprising the Trademark Collateral.

SECTION 8. Expense of Collection and Sale, Lease or License. Assignor agrees to pay all costs and expenses incurred by Lender in connection with the negotiation and preparation of this Agreement or any other document or instrument executed in connection herewith, in determining its rights under and enforcing the security interests created by this Agreement, including, without limitation, costs and expenses relating to taking, holding, insuring, preparing for sale, lease, license or other disposition, appraising, selling, leasing, licensing or otherwise realizing on the Trademark Collateral, and reasonable attorneys' fees and expenses in connection with any of the foregoing. All such reasonable costs and expenses shall be payable on demand, and shall bear interest at the highest rate charged on any Obligation, payable on demand, from the date of Lender's payment of such costs and expenses until payment in full is made by Assignor, at the default rate of interest described in the Loan Agreement.

SECTION 9. Compliance with Other Laws. Lender may comply with the requirements of any applicable law in connection with a sale, lease, license or other disposition of the Trademark Collateral, and Assignor hereby acknowledges and agrees that Lender's compliance therewith will not be considered to adversely affect the commercial reasonableness of any sale of the Trademark Collateral.

SECTION 10. Warranties on Disposition. Upon the occurrence of an Event of Default, Lender may sell, lease, license or otherwise dispose of the Trademark Collateral without giving any warranties. Lender may specifically disclaim any warranties of title or the like. Assignor hereby acknowledges and agrees this procedure will not be considered to adversely affect the commercial reasonableness of any sale, lease or license of the Trademark Collateral.

SECTION 11. Waiver of Rights by Assignor. Except as may be otherwise specifically provided herein, Assignor waives, to the extent permitted by law, any bonds, security or sureties required by any statute, rule or otherwise by law as an incident to any taking of possession by Lender of any Trademark Collateral. Assignor authorizes Lender, upon the occurrence of an Event of Default, to enter upon any premises owned by or leased to Assignor where the Trademark Collateral is kept, without obligation to pay rent or for use and occupancy, through self help, without judicial process and without having first given notice to Assignor or obtained an order of any court, and peacefully retake possession thereof by securing at or removing same from such premises.

SECTION 12. Release of Security Interests. Upon final and indefeasible payment in cash and performance of all Obligations in full, Lender shall, at Assignor's expense, execute and deliver to Assignor all instruments and other documents as may be necessary or proper to release Lender's liens on and security interests in and to the Trademark Collateral that have been granted to Lender hereunder.

SECTION 13. General Provisions.

(a) Construction if Multiple Assignors. If this Agreement is executed by two (2) or more Persons as Assignor, each of the undersigned executing this Agreement as Assignor acknowledges and agrees that:

(i) the obligations, duties and liabilities of Assignor under this Agreement are joint and several obligations of each of the undersigned, and the term "Assignor" shall include each of the undersigned individually as well as all of the undersigned collectively. Each of undersigned expressly represents that it is part of a common enterprise and that any financial accommodations by Lender under the other Loan Documents are and will be of direct and indirect interest, benefit and advantage to the undersigned;

(ii) to the fullest extent permitted by applicable law, the obligations, duties and liabilities of the undersigned under this Agreement shall not be affected by (A) the failure of Lender to assert any claim or demand or to enforce or exercise any right or remedy against any of the undersigned under the provisions of this Agreement, any other Loan Document or otherwise, (B) any rescission, waiver, amendment or modification of, or any release from any of the

terms or provisions of this Agreement or any other Loan Document, or (C) the failure to perfect any security interest in, or the release of, any of the Trademark Collateral or other security held by or on behalf of Lender;

(iii) the obligations, duties and liabilities of the undersigned under this Agreement shall not be subject to any reduction, limitation, impairment or termination for any reason (other than the final and indefeasible payment in cash and performance of the Obligations in full), including any claim of waiver, release, surrender, alteration or compromise of any of the Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations, duties and liabilities of the undersigned under this Agreement shall not be discharged or impaired or otherwise affected by the failure of Lender to assert any claim or demand or to enforce any remedy under this Agreement, any other Loan Document or any other agreement, by any waiver or modification of any provision of any of the foregoing, any default, failure or delay, willful or otherwise, in the performance of any of the obligations, duties and liabilities under this Agreement or any other Loan Document, or by any other act or omission that may or might in any manner or to any extent vary the risk of any of the undersigned or that would otherwise operate as a discharge of the undersigned as a matter of law or equity (other than the final and indefeasible payment in cash and performance in full of all the Obligations); and

(iv) To the fullest extent permitted by applicable law, each of the undersigned waives any defense based on or arising out of any defense of the undersigned or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other of the undersigned, other than the final and indefeasible payment in cash and performance in full of all the Obligations and the termination of Lender's commitment to make Loans under the Loan Documents. Lender may, at its election, foreclose on any security held by one or more of the undersigned by one or more judicial or non-judicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with any other of the undersigned, or exercise any other right or remedy available to it against any other of the undersigned, without affecting or impairing in any way the obligations, duties and liabilities of the undersigned under this Agreement except to the extent that all the Obligations have been finally and indefeasibly paid in cash and performed in full and Lender's commitment to make Loans has been terminated. Each of the undersigned waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of the undersigned against any other of the undersigned, as the case may be, or any security.

(b) Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement and the other Loan Documents.

(c) Waivers. Assignor expressly waives notice of nonpayment, demand, presentment, protest or notice of protest in relation to the Loan Documents or the Trademark Collateral. No delay or omission of Lender in exercising or enforcing any of its rights, powers, privileges, options or remedies under this Agreement shall constitute a waiver thereof, and no waiver by Lender of any default by Assignor shall operate as a waiver of any other default.

(d) Remedies Not Exclusive. All rights and remedies of Lender under this Agreement shall be cumulative and not alternative or exclusive, irrespective of any other collateral guaranty, right or remedy and may be exercised by Lender at such time or times and in such order as Lender, in its sole and absolute discretion, may determine, and are for the sole benefit of Lender. The exercise or failure to exercise by Lender of such rights and remedies shall not result in liability to Assignor or others except in the event of gross negligence or willful misconduct by Lender, and

in no event shall Lender be liable for more than it actually receives as a result of the exercise or failure to exercise such rights and remedies.

(e) Successors and Assigns. This Agreement is entered into for the benefit of the parties hereto and their successors and assigns. It shall be binding upon and shall inure to the benefit of such parties, their successors and assigns. Lender shall have the right, without the necessity of any further consent or authorization by Assignor, to sell, assign, securitize or grant participation in all, or a portion of, Lender's interest in the Trademark Collateral, to other financial institutions of Lender's choice and on such terms as are acceptable to Lender in its sole and absolute discretion.

(f) Notices. Wherever this Agreement provides for notice to any party (except as expressly provided to the contrary), it shall be given by messenger, facsimile, certified U.S. mail with return receipt requested, or nationally recognized overnight courier with receipt requested, effective when received by the party to whom addressed, and shall be addressed as follows, or to such other address as the party affected may hereafter designate:

If to Lender:

Keltic Financial Partners II, LP
Attn: John P. Reilly, President and CEO
580 White Plains Road
Suite 610
Tarrytown, New York 10591
Tel: (914) 921-3555 (ext. 208)
Fax: (914) 921-1154

Keltic Financial Partners II, LP
Attn: Oleh Szczupak, Executive Vice President and
Chief Credit Officer
580 White Plains Road
Suite 610
Tarrytown, New York 10591
Tel: (914) 921-3555 (ext. 221)
Fax: (914) 921-1154

With a copy to:

Cullen and Dykman LLP
99 Washington Avenue, Suite 2020
Albany, NY 12207
Attn: John F. State, Esq.
Tel: (518) 788-9407
Fax: (518) 788-9410

If to Assignor:

MDR Specialty Distribution Corp.
230 Enterprise Drive
Newport News, VA 23603
Attn: Herbert A. Toms, III
Tel: (757) 221-0900
Fax: (757) 220-2483

With a copy to:

Harry Jernigan CPA Attorney, P.C.
5101 Cleveland St., Suite 200
Virginia Beach, VA 23462
Attn: Harry Jernigan, Esq.
Tel: (757) 490-2200
Fax: (757) 490-0280

(g) Strict Performance. The failure, at any time or times hereafter, to require strict performance by Assignor of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of any Default or Event of Default by Assignor under this Agreement or any other Person under any other Loan Document shall not suspend, waive or affect any other Default or Event of Default under this Agreement or any other Loan Document, whether the same is prior or subsequent thereto and whether of the same or a different type.

(h) Construction of Agreement. The parties hereto agree that the terms and language of this Agreement were the result of negotiations between the parties, and, as a result, there shall be no prescription that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided mutually without regard to events of authorship or negotiation.

(i) WAIVER OF RIGHT TO JURY TRIAL. Assignor and Lender recognize that in matters related to this Agreement, and as it may be subsequently modified and/or amended, any such party may be entitled to a trial in which matters of fact are determined by a jury (as opposed to a trial in which such matters are determined by a federal or state judge). By execution of this Agreement, Assignor and Lender will give up their respective right to a trial by jury. Assignor and Lender each hereby expressly acknowledged that this waiver is entered into to avoid delays, minimize trial expenses, and streamline the legal proceedings in order to accomplish a quick resolution of claims arising under or in connection with this Agreement.

(i) WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ASSIGNOR AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT ASSIGNOR OR LENDER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, DIRECTLY OR INDIRECTLY, AT ANY TIME ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, OR ANY TRANSACTION CONTEMPLATED THEREBY OR HEREBY, BEFORE OR AFTER MATURITY.

(ii) CERTIFICATIONS. ASSIGNOR HEREBY CERTIFIES THAT NEITHER ANY REPRESENTATIVE NOR AGENT OF LENDER NOR LENDER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. ASSIGNOR ACKNOWLEDGES THAT LENDER HAS BEEN INDUCED TO ENTER INTO THE TRANSACTION BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATION HEREIN.

(j) GOVERNING LAW; CONSENT TO JURISDICTION.

(i) GOVERNING LAW. THIS AGREEMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY LENDER AND ACCEPTED BY ASSIGNOR IN THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREIN, AND IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE

LAW OF THE STATE IN WHICH THE APPLICABLE INDIVIDUAL PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE VALIDITY AND THE ENFORCEABILITY OF ALL LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, LENDER AND ASSIGNOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT AND THE OBLIGATIONS, AND THIS AGREEMENT AND THE OBLIGATIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(ii) CONSENT TO JURISDICTION. ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR ASSIGNOR, ANY GUARANTOR OR OTHER PARTY TO THIS TRANSACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE INSTITUTED IN THE SOLE OPTION OF LENDER IN ANY FEDERAL OR STATE COURT LOCATED IN WESTCHESTER COUNTY, NEW YORK, OR ERIE COUNTY, NEW YORK PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW; HOWEVER, LENDER MAY, AT ITS OPTION, COMMENCE ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION TO OBTAIN POSSESSION OF OR FORECLOSE UPON ANY COLLATERAL, TO OBTAIN EQUITABLE RELIEF OR TO ENFORCE ANY JUDGMENT OR ORDER OBTAINED BY LENDER AGAINST ASSIGNOR OR ANY GUARANTOR OR WITH RESPECT TO ANY COLLATERAL, IF ANY, TO ENFORCE ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT OR TO OBTAIN ANY OTHER RELIEF DEEMED APPROPRIATE BY LENDER, AND LENDER AND ASSIGNOR WAIVE ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND LENDER AND ASSIGNOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. ASSIGNOR REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS CONSENT TO JURISDICTION PROVISION WITH ITS LEGAL COUNSEL, AND HAS MADE THIS WAIVER KNOWINGLY AND VOLUNTARILY.

(k) Severability of Provisions. Any provision of this Agreement or any of the other Loan Documents that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or the other Loan Documents or affecting the validity or enforceability of such provision in any other jurisdiction.

(l) Headings. The headings preceding the text of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

(m) Exhibits and Schedules. All of the Exhibits and Schedules to this Agreement are hereby incorporated by reference herein and made a part hereof.

(n) Entire Agreement; Amendments; Lender's Consent. This Agreement (including the Exhibits hereto) supersedes, with respect to their subject matter, all prior and contemporaneous agreements, understandings, inducements or conditions between the respective parties, whether express or implied, oral or written. No amendment or waiver of any provision of this Agreement, nor consent to any departure by Assignor therefrom, shall in any event be effective unless the same shall be in a Record Authenticated by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

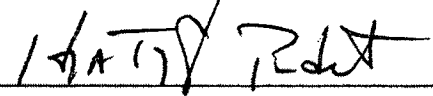
(o) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

(The remainder of this page is intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, Assignor hereto has caused this Agreement to be duly executed and delivered by its officer duly authorized as of the day and year first above written.

ASSIGNOR:

MDR SPECIALTY DISTRIBUTION CORP.

By: 

Name: Herbert A. Toms, III

Its: President

LENDER:

KELTIC FINANCIAL PARTNERS II, LP

By: Keltic Financial Services, LLC, its general partner

By: _____

Name: Oleh Szczupak

Its: Executive Vice President and Chief Credit Officer

(Signature Page – Trademark Assignment and Security Agreement)

IN WITNESS WHEREOF, Assignor hereto has caused this Agreement to be duly executed and delivered by its officer duly authorized as of the day and year first above written.

ASSIGNOR:

MDR SPECIALTY DISTRIBUTION CORP.

By: _____

Name: Herbert A. Toms, III

Its: President

LENDER:

KELTIC FINANCIAL PARTNERS II, LP

By: Keltic Financial Services, LLC, its general partner

By:  _____

Name: Oleh Szczupak

Its: Executive Vice President and Chief Credit Officer

(Signature Page – Trademark Assignment and Security Agreement)

EXHIBIT A
TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark:	Registration Number:	Registration Date:	Owner:
<i>TripleTrak</i> and design	3,790,779	May 18, 2010	MDR Specialty Distribution Corp.
<i>Venuity Health Care</i> and design	3,101,066	June 6, 2006	MDR Specialty Distribution Corp.

EXHIBIT B
TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT
LICENSES OF, AND LIENS AND ENCUMBRANCES ON, TRADEMARK
COLLATERAL

None.