

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309732

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amended and Restated Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPSA SOLUTIONS LLC	FORMERLY International Retail Services Group, LLC	07/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
CAPSA INTERNATIONAL SALES CORPORATION		07/01/2014	CORPORATION: DELAWARE
KIRBY LESTER, LLC		07/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
IRSG HOLDINGS, LLC		07/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company, as administrative agent		
Street Address:	120 South LaSalle St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2747403	ERGO-SMART	
Registration Number:	1330748	ARTROMICK	
Registration Number:	1235267	ARTROMICK	
Registration Number:	1618757	ARTROPAK	
Registration Number:	3016873	AVALO	
Registration Number:	1234645	LOOSPAK	
Registration Number:	1234646	MAX 7	
Registration Number:	1826378	SLIDEPAK 7	
Serial Number:	85908293	FILLSAFE	
Registration Number:	3215682	KIRBY LESTER	
Registration Number:	3215683	KIRBYLESTER	
Registration Number:	3244434	KIRBYLESTER EXACTLY.	
Registration Number:	3213325	KL	

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 3126095005

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-609-7897**Email:** hmill@vedderprice.com**Correspondent Name:** Holly Miller**Address Line 1:** 222 North LaSalle Street - 24th Floor**Address Line 4:** Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40180000086
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NAME OF SUBMITTER:	Holly Miller
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SIGNATURE:	/Holly Miller/
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DATE SIGNED:	07/03/2014
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Total Attachments: 16

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SECOND AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of July, 2014 by **CAPSA SOLUTIONS LLC** (f/k/a International Retail Services Group, LLC), a Delaware limited liability company, **CAPSA INTERNATIONAL SALES CORPORATION**, a Delaware corporation, **KIRBY LESTER, LLC**, a Delaware limited liability company, and **IRSG HOLDINGS, LLC**, a Delaware limited liability company (individually and collectively, the "Grantors") in favor of The PrivateBank and Trust Company, as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, each Grantor and/or its affiliates have entered into a certain Second Amended and Restated Credit Agreement dated as of even date hereof (as the same may be further amended or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to certain of the Grantors by the Lenders;

WHEREAS, Grantors have entered into a certain Guaranty and Collateral Agreement dated as of April 25, 2008 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement;

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, certain Grantors have executed and delivered to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, that certain Patent and Trademark Security Agreement dated as of April 25, 2008, as amended and restated by that certain Amended and Restated Patent and Trademark Security Agreement dated as of November 30, 2009 (as further amended, restated or otherwise modified, as of the date hereof, the "Original Security Agreement");

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by each Grantor under the Credit Agreement and the Guaranty and Collateral Agreement; and

WHEREAS, the Grantors and the Administrative Agent desire to amend and restate the Original Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guaranty and Collateral Agreement and the Original Security Agreement of, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license.

(iv) each patent and patent application owned by such Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which such Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.


(Signature Page Follows)

Signature Page to Second Amended and Restated Patent and Trademark Security Agreement


IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:


IRSG HOLDINGS, LLC, a Delaware
limited liability company

By: 
Name: Scott L. Gwilliam
Title: Vice President


**CAPSA INTERNATIONAL SALES
CORPORATION**, a Delaware corporation

By: 
Name: Scott L. Gwilliam
Title: Vice President

KIRBY LESTER, LLC, a Delaware
limited liability company

By: 
Name: Scott L. Gwilliam
Title: Vice President

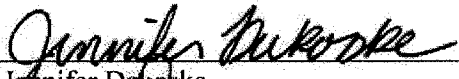
CAPSA SOLUTIONS LLC, a Delaware
limited liability company

By: 
Name: Scott L. Gwilliam
Title: Vice President

Signature Page to Second Amended and Restated Patent and Trademark Security Agreement

Acknowledged:

**THE PRIVATEBANK AND TRUST
COMPANY**





By: 
Jennifer Dakoske
Managing Director

SCHEDULE 1


**INTERNATIONAL RETAIL SERVICES GROUP, LLC TRADEMARK
REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
ERGO-SMART	78/170,265	2,747,403	October 2, 2002	August 5, 2003


CAPSA SOLUTIONS LLC U.S. TRADEMARK REGISTRATIONS

Mark	Trademark Registration Number	Date of Registration
ARTROMICK and Design 	1330748	4/16/1985
ARTROMICK and Design 	1235267	4/19/1983
ARTROPAK	1618757	10/23/1990
AVALO	3016873	11/22/2005
LOOSPAK and Design 	1234645	4/12/1983
MAX7 and Design 	1234646	4/12/1983
SLIDEPAK 7	1826378	3/15/1994

CAPSA SOLUTIONS LLC FOREIGN TRADEMARK REGISTRATION

Mark	Trademark Registration Number	Date of Registration	Country
ARTROMICK and Design 	TMA278932	4/22/1983	Canada

KIRBY LESTER, LLC U.S. TRADEMARK REGISTRATIONS

Trademark	Serial No. / Registration No.	Filed	Registered
FILLSAFE	85/908,293	4/18/2013	N/A
KIRBY LESTER	3,215,682	5/9/2006	3/6/2007
KIRBYLESTER	3,215,683	5/9/2006	3/6/2007
KIRBYLESTER EXACTLY. & Design 	3,244,434	5/12/2006	5/22/2007
KL	3,213,325	5/9/2006	2/27/2007

KIRBY LESTER, LLC FOREIGN TRADEMARK REGISTRATION

Trademark	Country	Serial No. / Registration No.	Filed	Registered
KIRBY LESTER	Canada	TMA708382	11/7/2006	2/27/2008
KIRBY LESTER	European Community	5,447,842	11/8/2006	10/29/2007

Trademark	Country	Serial No. / Registration No.	Filed	Registered
KIRBYLESTER	Canada	TMA700458	11/7/2006	11/7/2007
KIRBYLESTER	European Community	5,448,139	11/8/2006	10/29/2007
KIRBYLESTER EXACTLY. & Design	Canada	TMA708614	11/7/2006	2/29/2008
KIRBYLESTER EXACTLY. & Design	European Community	5,487,319	11/8/2006	12/7/2007
KL	Canada	TMA701287	11/7/2006	11/21/2007
KL	European Community	5,447,081	11/7/2006	11/5/2007

SCHEDULE 2

PATENTS

INTERNATIONAL RETAIL SERVICES GROUP, LLC PATENTS AND PATENT APPLICATIONS

Title	Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application
Hanger collection bar support	D553,476	D/225,692	October 23, 2007	March 17, 2005
Set of support legs	D549,494	D/275,474	August 28, 2007	December 27, 2006
Garment hanger caddy	4,887,727	07/245,764	September 16, 1988	December 19, 1989
Hanger caddy transporter with restraining devices	5,076,446	07/365,905	December 31, 1991	June 4, 1989
Hang rail	5,092,473	07/701,192	March 3, 1992	May 16, 1991
End cap for hanger caddy	5,251,767	07/800,548	October 12, 1993	November 27, 1991
Apparatus for retaining hangers	5,509,542	08/377,444	April 23, 1996	January 24, 1995
Directional control caster assembly	5,745,951	08/606,420	May 5, 1998	February 23, 1996
Apparatus for securely retaining a plurality of garment hangers	6,223,915	09/251,114	May 1, 2001	February 16, 1999
Freestanding self-propelled device for	6,938,711	10/703,056	September 6, 2005	November 6, 2003

Title	Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application
moving objects				
Disinfecting and storage apparatus for a trans- esophageal probe	7,118,533	10/249,762	October 10, 2006	May 6, 2003
Adjustable leg system	[Pending]	10/406,629	[Pending]	October 7, 2004

SCHEDULE 2 (CONTINUED)

CAPSA SOLUTIONS LLC U.S. PATENTS

Title	Patent No. Issue Date	Pub. No./ Pub. Date	Applic. No./ Filing Date
MEDICAL CARE ADMINISTRATION SYSTEM AND METHOD		20080010089 1/10/2008	11/788603 04/20/2007
IMAGE PROCESSING APPARATUS AND METHOD AND IMAGE PICKUP APPARATUS	7511730 3/31/2009		10362792 11/10/2003
CART LOCKING DEVICE	7152441 12/26/2006		10798634 3/11/2004
MODULAR DRAWER SYSTEM	7044569 5/16/2006		09571021 5/15/2000
CART LOCKING DEVICE	6746091 6/8/2004		10001828 12/5/2001
MODULAR DRAWER SYSTEM	6378963 4/30/2002		08743619 11/4/1996
MEDICATION DISPENSING SPOOL	D434507 11/28/2000		29087369 5/1/1998
APPARATUS FOR PROVIDING SELF- PROPELLED MOTION TO MEDICATION CARTS	6098732 8/8/2000		09386790 8/31/1999
MEDICATION DISPENSER	6085936 7/11/2000		09315548 5/20/1999

Title	Patent No. Issue Date	Pub. No./ Pub. Date	Applic. No./ Filing Date
MEDICINE UNIT DOSE DISPENSING SYSTEM AND METHOD	6082544 7/4/2000		09241170 2/1/1999
APPARTUS FOR PROVIDING SELF-PROPELLED MOTION TO MEDICATION CARTS	6000486 12/14/1999		08844376 4/18/1997
DRAWER SYSTEM CORNER TRIM	D406970 3/23/1999		29062380 11/4/1996
DRAWER PULL	D403570 1/5/1999		29062382 11/4/1996
CART FOR MEDICATION	5743607 4/28/1998		08476064 6/7/1995
PATIENT MEDICATION DISPENSING AND ASSOCIATE RECORD KEEPING SYSTEM	RE35743 3/17/1998		08609730 3/1/1996
MEDICATION CONTROL AND DISPENSING PACKAGE ASSEMBLY	5579941 12/3/1996		08306576 9/15/1994
SEMI-AUTOMATED MEDICATION DISPENSER	5571258 11/5/1996		08502118 7/13/1995
SEMI-AUTOMATED MEDICATION DISPENSER	5562232 10/8/1996		08598574 2/12/1996
SEMI-AUTOMATED MEDICATION DISPENSER	5490610 2/13/1996		08421456 4/13/1995

Title	Patent No. Issue Date	Pub. No./ Pub. Date	Applic. No./ Filing Date
UNIT-DOSE MEDICATION DISPENSER AND MULTIPLE- DISPENSER FRAME THEREFOR	5489025 2/6/1996		08203554 3/1/1994
EXCHANGEABLE UNIT DOSE MEDICAMENT DOSING SYSTEM AND METHOD	5377839 1/3/1995		08096929 7/23/1993
MEDICATION DISPENSING CONTAINER	5356011 10/18/1994		08035085 3/22/1993
VERTICALLY ADJUSTABLE EXTENSION DRAWERS	5322365 6/21/1994		08063259 5/18/1993
PATIENT MEDICATION DISPENSING AND ASSOCIATED RECORD	5292029 3/8/1994		07751916 8/29/1991
CART FOR MEDICATION	5282678 2/1/1994		07843520 2/28/1992
STACKABLE DRAWER SYSTEM	5281020 1/25/1994		07779939 10/21/1991
CART FOR MEDICATION	5259668		07662750
	11/9/1993		3/1/1991
MULTIPLE-BIN TRAY ASSEMBLY FOR A MEDICAL DISPENSING CASSETTE	5139321 8/18/1992		07643460 1/8/1991
UNIT-DOSE MEDICATION HANDLING AND DISPENSING SYSTEM	5109984 5/5/1992		07542269 6/22/1990

Title	Patent No. Issue Date	Pub. No./ Pub. Date	Applic. No./ Filing Date
UNIT-DOSE MEDICATION HANDLING AND DISPENSING SYSTEM WITH SIGNALLING TABS AND FLAP	5082113 1/21/1992		07518741 5/2/1990

CAPSA SOLUTIONS LLC FOREIGN PATENS

Title	Country	Patent No. Issue Date	Applic. No./ Filing Date
CART FOR MEDICATION	Canada	2062045 4/10/2001	2062045 2/28/1992
CART FOR MEDICATION	Canada	2088842 6/23/1998	2088842 2/4/1993
MEDICAL CARE ADMINISTRATION SYSTEM AND METHOD	PCT		2007US9600 4/20/2007
PATIENT MEDICATION DISPENSING AND ASSOCIATED RECORD	PCT		1995US2639 3/3/1995

KIRBY LESTER, LLC PATENTS AND PATENT APPLICATIONS

Title	Patent No./Serial No.	Filed	Issued
Pharmacy Workflow Management System including an Integrated Automatic Table Counter	12/182,669	7/30/2008	N/A
Pharmacy Workflow Management and System including Plural Counters	8,271,128	1/8/2009	9/18/2012
Pharmacy Workflow Management and System including Plural Counters	13/621,322	9/17/2012	N/A
Method and apparatus for optically counting discrete objects -- Covers all KL counters with optical counting	5,768,327	6/13/1996	7/16/1998
Apparatus for feeding, counting and dispensing discrete objects -- Covers KL 15df and KL 16df with vibratory direct fill feature	6,370,215	4/13/2000	4/9/2002
Systems for feeding, counting and dispensing discrete objects Vibratory Dispenser with Removable Tablet Cassette	6,497,339	5/31/2001	12/24/2002
Cassette systems for feeding, counting and dispensing discrete objects-- Vibratory Dispenser with Removable Tablet Cassette	6,554,157	5/31/2001	4/29/2003
Cassette for storing and feeding discrete objects Removable cassette # 1 for vibratory dispenser - type counter	6,578,733	5/31/2001	6/17/2003
Cassettes for systems which feed, count and dispense discrete objects Removable cassette # 2 for vibratory dispenser - type counter	6,659,304	11/16/2001	12/9/2003
Method and system for high-speed discrete object counting and dispensing -- Counted tablet stager accessory	6,684,914	10/11/2001	2/3/2004

Title	Patent No./Serial No.	Filed	Issued
Method and system for high-speed discrete object counting and dispensing -- Counted tablet stager accessory	6,899,144	5/6/2003	5/31/2005
Method and system for high-speed tablet counting and dispensing -- Counted tablet stager accessory	6,899,148	6/25/2003	5/31/2005
Method and system for high-speed tablet counting and dispensing -- Counted tablet stager accessory	7,073,544	5/2/2005	7/11/2006
Method and system for high-speed tablet counting and dispensing -- Counted tablet stager accessory	7,124,791	2/3/2004	10/24/2006
Rotating Multi-Camber Tablet Feeder - Rotating tablet feeder	7,219,703	5/19/2004	5/22/2007
Method and system for high-speed tablet counting and dispensing -- Method of counted tablet staging	7,395,841	10/16/2006	7/8/2008
Method and system for high-speed tablet counting and dispensing -- Method of counted tablet staging	7,383,862	7/6/2006	6/10/2008
Method and system for high-speed discrete object counting and dispensing - Counted tablet stager accessory	7,631,670	6/30/2008	12/15/2009
Cassette Control Including Presence Sensing and Verification	SN 14/155,073	1/14/2014	N/A
Method and System for High-Speed Tablet Counting and Dispensing -- method of counted tablet staging	SN 860596 Publication No. 2008/0011764	9/25/2007	N/A
Method and apparatus for bar code driven drug product verification with equivalency links	SN PCT US2006/012684 Publication No. WO 2006110421	4/5/2006	N/A
Method and apparatus for bar code driven drug product verification with equivalency links. -- Bar code scanning with equivalency links to account for irregular bar codes on product source countainers	SN 103685 Publication No. 2006/0253346	4/12/2005	N/A

Title	Patent No./Serial No.	Filed	Issued
Method and apparatus for recognition and counting of discrete objects -- Canadian counterpart of US 5,317,645	CA 2,060,871	2/28/1991	1/12/1999
Counting Objects -- UK counterpart of US 5,317,645	GB 2,253,272	2/14/1992	12/21/1994
Apparatus and method for counting objects European counterpart of US 5,317,645	EP 0 501 639	2/14/1992	N/A
Method and apparatus for the recognition and counting of discrete objects Covers all KL counters with optical counting	5,317,645	2/28/1991	5/31/1994
Methods and apparatus for controlling the feed rate of a discrete object sorter/counter - - KL 25 Vibratory object feeder	5,473,703	5/13/1993	12/5/1995
Feeding parts in lines for counting	GB 2,204,569	4/13/1988	4/13/1996
Parts Sorter	4,901,841	4/13/1987	2/20/1990
Parts Sorter	5,027,938	7/15/1989	7/2/1991
Parts Sorter	CA 1,308,383	4/13/1988	4/7/1996
Relating to counting machines	DE 2,144,719	9/7/1971	3/23/1972
Relating to counting machines	3,789,194	9/8/1971	1/29/1974
Counting Machines	GB 1,358,378	9/2/1971	7/3/1974
Tablet Counter	D337,539	2/28/1991	7/20/1993
Method and Apparatus for Automatic Capture of Label Information Contained in a Printer Command File and for Automatic Supply of this Information to a Tablet Dispensing/Counting System	SN 10/307,824 Publication No. 2004/0107022	12/2/2002	N/A
Method and System for High-Speed Tablet Counting and Dispensing	SN 11/860,596 Publication No. 2008/0011764	9/25/2007	N/A