

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313115

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medical Depot, Inc.		08/05/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	Two Bethesda Metro Center		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86299018	AIRIAL	
<b>Serial Number:</b>	86141762	MEDQUIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<i>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.</i>			
<b>Phone:</b>	3129932647		
<b>Email:</b>	zeynep.gieseke@lw.com		
<b>Correspondent Name:</b>	Zeynep Gieseke		
<b>Address Line 1:</b>	330 North Wabash Avenue, Suite 2800		
<b>Address Line 2:</b>	c/o Latham & Watkins LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	025646-0701		
<b>NAME OF SUBMITTER:</b>	Zeynep Gieseke		
<b>SIGNATURE:</b>	/zg/		
<b>DATE SIGNED:</b>	08/06/2014		
<b>Total Attachments: 5</b>			
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## AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENT (“Amendment”), dated as of August 5, 2014 is entered into between MEDICAL DEPOT, INC. (“Grantor”) and GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent (“Agent”).

### WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of September 27, 2013 (the “Existing Trademark Security Agreement”) which was filed with the United States Patent and Trademark Office on September 27, 2013 at Reel 5119, Frame 0207. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Security Agreement.

WHEREAS, Grantor desires to amend the Existing Trademark Security Agreement to reflect the addition of certain Collateral listed on Schedule 1 attached hereto.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Security Agreement. “Schedule 1 to Trademark Security Agreement” appended to the Existing Trademark Security Agreement is hereby amended by adding the Trademarks listed on Schedule 1 attached hereto, which shall be deemed Trademarks for all purposes under the Existing Trademark Security Agreement, and which, together with all items in Section 2(b), 2(c) and 2(d) of the Existing Trademark Security Agreement in respect of such Trademarks, shall be Trademark Collateral, for purposes of the Existing Trademark Security Agreement.

2. Absence of Waiver or Setoff.

2.1. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreement or any other Collateral Document.

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Obligations or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to Agent that:

(i) Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms, except as may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, receivership, moratorium or similar laws of general applicability relating to or limiting creditors' rights generally or by general equity principles.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.

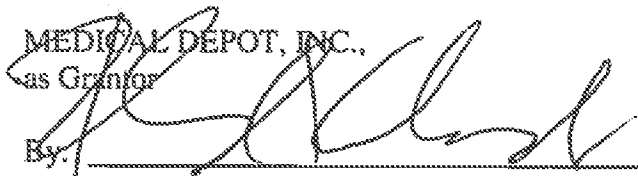
(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and permitted assigns of Agent.

[signature page follows]

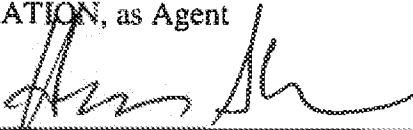
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

MEDICAL DEPOT, INC.,  
as Grantor  
By:   
Name: Richard Kolodny  
Title: President

[Signature Page to Amendment to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005338 FRAME: 0060**

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: 

Name: Henry Shuman

Title: Only Authorized Signatory

**Schedule 1**

**Trademark Applications**

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
MEDICAL DEPOT, INC.	AIRIAL	86299018	6/3/2014
MEDICAL DEPOT, INC.	MEDQUIP	86141762	12/12/2013