

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDEN STATE MEDICAL SUPPLY, INC.		10/29/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT		
Street Address:	1497 Olney Ave SE		
Internal Address:	Attn: Brenda Schriner, Agency Management, Port Orchard BC		
City:	Port Orchard		
State/Country:	WASHINGTON		
Postal Code:	98366-4035		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3839980	GSMS INCORPORATED	
Registration Number:	3924522	GSMS COLORMAP	
Registration Number:	3915258	SAFETY LABEL	
Registration Number:	2174998	GSMS, INC.	
Serial Number:	85014584	SMARTER BOTTLE	
Serial Number:	77780481	PRESCRIPTIONREADY	
Serial Number:	77780505	PRESCRIPTIONREADY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	312-701-8944		
Email:	ptierney@mayerbrown.com, ipdocket@mayerbrown.com, msherlock@mayerbrown.com		
Correspondent Name:	Patrick Tierney		
Address Line 1:	PO Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	14463427		
NAME OF SUBMITTER:	Patrick Tierney		
TRADEMARK			

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SIGNATURE:	/PT/
DATE SIGNED:	10/29/2014
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2014 (this "Agreement"), is made by GOLDEN STATE MEDICAL SUPPLY, INC., a California corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as the collateral agent (together with its successors in such capacity, the "Collateral Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of October 29, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Golden State Medical Supply, Inc., a California corporation (the "Company"), Blenheim Pharmacal, Inc., a New York corporation ("BPI"); together with the Company, each a "Borrower" and collectively, the "Borrowers"), GSMS, Inc., a Texas corporation ("GSMS"), BPI Pharmacal, LLC ("BPL"), a New York limited liability company, the Lenders from time to time party thereto and Bank of America, N.A., as the Administrative Agent and the L/C Issuer, the Lenders have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other grantors have executed and delivered a Pledge and Security Agreement, dated as of October 29, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to Section 3.6(v)(viii) and Section 4.5(e) of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms its grant to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, of a continuing security interest in all of the Grantor's right, title and interest, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral");

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, 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 and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(c) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. this Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

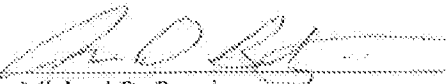
SECTION 5. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via PDF shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

GOLDEN STATE MEDICAL SUPPLY, INC.

By: 
Name: Michael D. Bornitz
Title: Vice President and Secretary

*Signature Page
Trademark Security Agreement*

**TRADEMARK
REEL: 005390 FRAME: 0308**

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name:
Title: Brenda Schriener
Vice President

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
U.S.	GSMS INCORPORATED & Design	3839980	8/31/10	Golden State Medical Supply, Inc.
U.S.	GSMS COLORMAP	3924522	7/14/09	Golden State Medical Supply, Inc.
U.S.	SAFETY LABEL	3915258	2/1/11	Golden State Medical Supply, Inc.
U.S.	GSMS, INC.	2174998	6/27/97	Golden State Medical Supply, Inc.

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>App. No.</u>	<u>Filing Date</u>
U.S.	SMARTER BOTTLE	85014584	7/14/09
U.S.	PRESCRIPTION- READY	77780481	7/14/09
U.S.	PRESCRIPTION- READY	77780505	7/14/09

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.					