

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)/Execution Date(s):

Brothers Trading Co., Inc.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: OH

Execution Date(s) July 16, 2015

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: PNC Bank National Association

Internal Address:

Street Address: 201 East Fifth Street

City: Cincinnati

State: OH

Country: USA

Zip: 45202

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship: DE

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)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

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

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached? Yes No

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

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

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cis-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 0974

Expiration Date 6/17

b. Deposit Account Number

Authorized User Name:

9. Signature:

Signature

July 16, 2015

Date

Joanne B.L. Arnold
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$90.00 3089085

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Brothers Trading Co., Inc.	NTS NETWORK TRADING SYSTEM	3,089,085	May 9, 2006
Brothers Trading Co., Inc.	VICTORY WHOLESALE GROCERS	3,019,601	November 29, 2005
Brothers Trading Co., Inc.	ZACK PACK	1,867,169	December 13, 1994

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("*Trademark Security Agreement*"), dated as of July 16, 2015, is made by BROTHERS TRADING CO., INC., a corporation organized under the laws of the State of Ohio (the "*Grantor*") in favor of PNC BANK, NATIONAL ASSOCIATION (the "*Agent*"), as agent for the secured parties under the Credit Agreement referred to below (the "*Secured Parties*").

WHEREAS, the Grantor and AxisCare Health Logistics, Inc., a corporation organized under the laws of the State of Ohio ("*AHL*" and, together with the Grantor, collectively, the "*Borrowers*"), have entered into an Amended, Restated and Consolidated Revolving Credit and Security Agreement, dated as of July 16, 2015 (the "*Credit Agreement*"), with the Agent and the lenders (the "*Lenders*") party thereto; and

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Agent as follows:

1. **Grant of Security.** The Grantor hereby pledges and grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.
3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.
4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
5. **Successors and Assigns.** This Trademark Security Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BROTHERS TRADING CO., INC.

By: Steven S. Messer

Name: Steven Messer

Title: Chief Financial Officer

Agreed to and accepted:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

[Trademark Security Agreement]

TRADEMARK
REEL: 005579 FRAME: 0807

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BROTHERS TRADING CO., INC.

By: _____

Name: _____

Title: _____

Agreed to and accepted:

PNC BANK, NATIONAL ASSOCIATION

By: Jeff Penno

Name: Jeff Penno

Title: VP

[Trademark Security Agreement]