

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361124

<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>
NDC MSV, Inc.		04/09/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	national banking association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4304990	MSV MAIN STREET VACCINES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-01319		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	11/04/2015		
<b>Total Attachments: 9</b>			
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## TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 9<sup>th</sup> day of April, 2015 by **NDC MSV, INC.**, a Delaware corporation ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent ("Agent") for the Lenders.

### WITNESSETH

WHEREAS, Grantor has entered into that certain Revolving Credit, Term Loan and Security Agreement as borrower among National Distribution & Contracting, Inc. ("NDC"), ABCO Dealers, Inc. ("ABCO"), Med-Chain Logistics, Inc. ("Med-Chain"), NDC Sales Corp. ("NDC Sales"), NuEdge Alliance, LLC ("NuEdge", and together with NDC, ABCO, Med-Chain, NDC Sales and Grantor, the "Borrowers"), Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of April 30, 2010 (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan 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 Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such 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, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

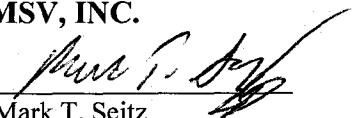
3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement which are necessary for the operation of the Grantor's business.

**[signatures to appear on following page]**

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

**NDC MSV, INC.**

By:   
Name: Mark T. Seitz  
Title: President

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: \_\_\_\_\_  
Name: Emmet Wong  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005660 FRAME: 0600**


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

**NDC MSV, INC.**

By: \_\_\_\_\_  
Name: Mark T. Seitz  
Title: President

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:  \_\_\_\_\_  
Name: Emmet Wong  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005660 FRAME: 0601**

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Status</b>	<b>Registration Number</b>	<b>Registration Date</b>
MSV Main Street Vaccines	Registered	4304990	March 19, 2013

SCHEDULE -1

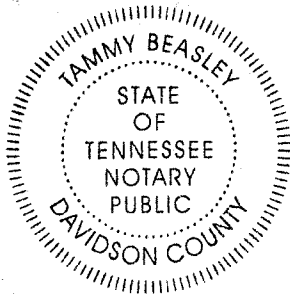
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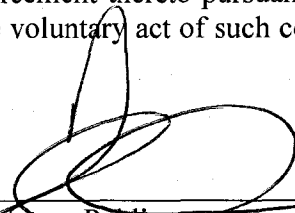
**TRADEMARK**  
**REEL: 005660 FRAME: 0602**

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF Tennessee : SS  
COUNTY OF Davidson

On this 6 day of April, 2015, before me personally appeared Mark T. Seitz, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of **NDC MSV, INC.**, a Delaware corporation, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



  
\_\_\_\_\_  
Notary Public

My Commission Expires:

12/6/16



## POWER OF ATTORNEY

NDC MSV, INC., a Delaware corporation ("Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), National Distribution & Contracting, Inc. ("NDC"), ABCO Dealers, Inc. ("ABCO"), Med-Chain Logistics, Inc. ("Med-Chain"), NDC Sales Corp. ("NDC Sales"), Grantor, NuEdge Alliance, LLC ("NuEdge", and together with NDC, ABCO, Med-Chain, NDC Sales and Grantor, the "Borrowers"), dated as of April 30, 2010 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of April 9, 2015 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantor a Trademark or Patent, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

**NDC MSV, INC.**

By: 

Name: Mark T. Seitz

Title: President

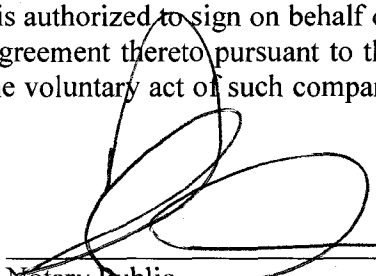
[SIGNATURE PAGE TO POWER OF ATTORNEY]

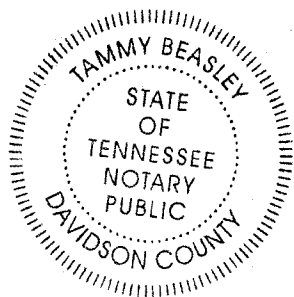
**TRADEMARK**  
**REEL: 005660 FRAME: 0605**

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF Tennessee : SS  
COUNTY OF Davidson :

On this 4 day of April, 2015 before me personally appeared Mark T. Seitz, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of NDC MSV, INC., a Delaware corporation, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 12/16/16



[ACKNOWLEDGMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT]