

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DXE Medical, Inc.		01/29/2016	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Healthcare Financial Solutions, LLC		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4346956	2ND LIFE	
Registration Number:	4171900	DXE	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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:	212-548-2154		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	1345 AVENUE OF THE AMERICAS		
Address Line 2:	Attention: Mirlande Telfort, Esq.		
Address Line 4:	NEW YORK, NEW YORK 10105		
ATTORNEY DOCKET NUMBER:	2060236-0029 / DXE MEDICA		
NAME OF SUBMITTER:	Mirlande Telfort		
SIGNATURE:	/s/ Mirlande Telfort		
DATE SIGNED:	01/29/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Healthcare Financial Solutions, LLC* (“HFS”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 29, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and HFS, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security

* Healthcare Financial Solutions, LLC is a Delaware limited liability company that does business as HFS Healthcare Financial Solutions, LLC in Alabama, California, Florida, Illinois, Maryland, Missouri, New Jersey, New Mexico and Texas and as HFS Healthcare Financial Solutions in New Hampshire.

interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.


Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[SIGNATURE PAGES FOLLOW]

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


SARNOVA HC, LLC
as Grantor

By: 
Name: Mark J. Dougherty
Title: Secretary

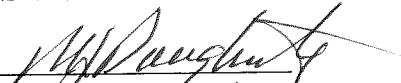
TRI-ANIM HEALTH SERVICES, INC.
as Grantor

By: 
Name: Mark J. Dougherty
Title: Chief Financial Officer

BOUND TREE MEDICAL, LLC
as Grantor

By: 
Name: Mark J. Dougherty
Title: Secretary

DXE MEDICAL, INC.
as Grantor

By: 
Name: Mark J. Dougherty
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC,
as Agent

By: 

Name:

Title:

Neha Rodriguez
Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
1.	2ND LIFE	United States	76/708900 08/29/2011	4346956 06/04/2013	DXE Medical, Inc.
2.	DXE	United States	76/708590 08/02/2011	4171900 07/10/2012	DXE Medical, Inc.
3.	E-QUICK	United States	75/925531 02/10/2000	2426937 02/06/2001	Tri-anim Health Services, Inc.
4.	Tri-anim	United States	77/484842 05/28/2008	3557324 01/06/2009	Tri-anim Health Services, Inc.
5.	ALLMED	United States	74/291708 07/02/1992	1851065 08/23/1994	Bound Tree Medical, LLC
6.	ALLMED	United States	75/019913 10/31/1995	2008521 10/15/1996	Bound Tree Medical, LLC
7.	BOUND TREE MEDICAL	United States	85/087945 07/19/2010	3950341 04/26/2011	Sarnova HC, LLC
8.	MAKING PRECIOUS MINUTES COUNT	United States	85/087955 07/19/2010	3928618 03/08/2011	Sarnova HC, LLC
9.	SARNOVA	United States	85/087970 07/19/2010	3995115 07/12/2011	Sarnova HC, LLC
10.	SCHOOLKIDS HEALTHCARE	United States	85/087985 07/19/2010	3952868 04/26/2011	Sarnova HC, LLC
11.	TITANCARE	United States	85/106610 08/12/2010	3965097 05/24/2011	Sarnova HC, LLC
12.	CURAPLEX	United States	85/132351 09/17/2010	4053956 11/08/2011	Sarnova HC, LLC
13.	MEDSTORM	United States	86023768 07/30/13	4762735 06/30/15	Sarnova HC, LLC
14.	MEDSTORM	United States	86023842 07/30/13	4744304 05/26/15	Sarnova HC, LLC

TRADEMARK APPLICATIONS

None.