

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371260

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DXE MEDICAL, INC.		01/29/2016	CORPORATION: OHIO
TRI-ANIM HEALTH SERVICES, INC.		01/29/2016	CORPORATION: CALIFORNIA
SARNOVA HC, LLC		01/29/2016	LIMITED LIABILITY COMPANY: DELAWARE
BOUND TREE MEDICAL, LLC		01/29/2016	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	ARES CAPITAL CORPORATION, AS AGENT
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
<b>Registration Number:</b>	4346956	2ND LIFE
<b>Registration Number:</b>	4171900	DXE
<b>Registration Number:</b>	3557324	TRI-ANIM
<b>Registration Number:</b>	2426937	E-QUICK
<b>Registration Number:</b>	4053956	CURAPLEX
<b>Registration Number:</b>	3965097	TITANCARE
<b>Registration Number:</b>	3950341	BOUND TREE MEDICAL
<b>Registration Number:</b>	3928618	MAKING PRECIOUS MINUTES COUNT
<b>Registration Number:</b>	3995115	SARNOVA
<b>Registration Number:</b>	3952868	SCHOOL KIDS HEALTHCARE
<b>Registration Number:</b>	4762735	MEDSTORM
<b>Registration Number:</b>	4744304	MEDSTORM
<b>Registration Number:</b>	2008521	ALLMED
<b>Registration Number:</b>	1851065	ALLMED

CH \$365.00 4346956

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Phone:** 312.577.8574**Email:** humberto.aquino@kattenlaw.com**Correspondent Name:** HUMBERTO AQUINO C/O KATTEN MUCHIN**Address Line 1:** 525 WEST MONROE STREET**Address Line 4:** CHICAGO, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	337285-00060
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<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO
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<b>SIGNATURE:</b>	/HUMBERTO AQUINO/
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<b>DATE SIGNED:</b>	01/29/2016
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**Total Attachments: 5**

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS TRADEMARK SECURITY AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF JANUARY 29, 2016 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG HEALTHCARE FINANCIAL SOLUTIONS, LLC, AS THE FIRST LIEN AGENT, AND ARES CAPITAL CORPORATION, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

### **Trademark Security Agreement**

This Second Lien 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 Ares Capital Corporation ("Ares"), 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 Second Lien Credit Agreement, dated as of January 29, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Second Lien Credit Agreement"), by and among Tri-Anim Health Services, Inc., a California corporation ("THS"), BEMS Holdings, LLC, a Delaware limited liability company ("BEMS"), Sarnova HC, LLC, a Delaware limited liability company ("SHC", together with THS and BEMS, collectively, the "Borrowers" and individually a "Borrower"), Sarnova, Inc., a Delaware corporation ("Holdings"), the other Credit Parties party thereto, the Lenders and Ares, as Agent for the Lenders, the Lenders 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 Second Lien 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 "Second Lien 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 Second Lien 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 Second Lien 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:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second Lien Guaranty and Security Agreement.

Section 2. 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 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.

Section 3. 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 Second Lien 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 Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. 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.

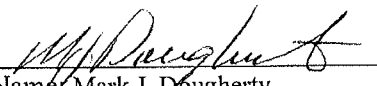
Section 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Second Lien 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.

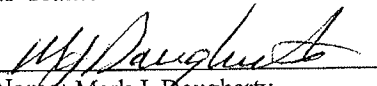
[SIGNATURE PAGES FOLLOW]

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.

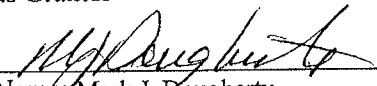
**DXE MEDICAL, INC.**, an Ohio corporation  
as Grantor

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

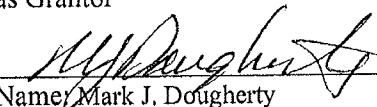
**TRI-ANIM HEALTH SERVICES, INC.**, a  
California corporation  
as Grantor

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

**SARNOVA HC, LLC**, a Delaware limited liability  
company  
as Grantor

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

**BOUND TREE MEDICAL, LLC**, a Delaware  
limited liability company  
as Grantor

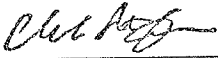
By:   
Name: Mark J. Dougherty  
Title: Secretary

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005720 FRAME: 0025**

ACCEPTED AND AGREED  
as of the date first above written:

**ARES CAPITAL CORPORATION**  
as Agent

By:   
Name: Mark Affolter  
Title: Authorized Signatory

**Schedule I  
to  
Trademark Security Agreement**

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Owner	Registration No.	Registration Date
2 <sup>ND</sup> LIFE	DXE Medical, Inc.	4346956	6/4/13
DXE	DXE Medical, Inc.	4171900	7/10/12
TRI-ANIM	Tri-anim Health Services, Inc.	3557324	1/6/09
E-QUICK	Tri-anim Health Services, Inc.	2426937	2/6/01
CURAPLEX	Sarnova HC, LLC	4053956	11/8/11
TITANCARE	Sarnova HC, LLC	3965097	5/24/11
BOUND TREE MEDICAL	Sarnova HC, LLC	3950341	4/26/11
MAKING PRECIOUS MINUTES COUNT	Sarnova HC, LLC	3928618	3/8/11
SARNOVA	Sarnova HC, LLC	3995115	7/12/11
SCHOOL KIDS HEALTHCARE	Sarnova HC, LLC	3952868	4/26/11
MEDSTORM	Sarnova HC, LLC	4762735	6/30/15
MEDSTORM	Sarnova HC, LLC	4744304	5/26/15
ALLMED	Bound Tree Medical, LLC	2008521	10/15/96
ALLMED	Bound Tree Medical, LLC	1851065	08/23/1994

2. TRADEMARK APPLICATIONS

None.