

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM371601

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NATIONAL DISTRIBUTION & CONTRACTING, INC.		02/01/2016	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MADISON CAPITAL FUNDING LLC, AS AGENT
Street Address:	30 SOUTH WACKER DRIVE, SUITE 3700
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	4681704	DELIVERING EFFICIENCY TO HEALTHCARE
Registration Number:	4681706	DELIVERING EFFICIENCY TO HEALTHCARE
Registration Number:	4681705	DELIVERING EFFICIENCY TO HEALTHCARE
Registration Number:	4750905	NDC
Registration Number:	4750906	DELIVERING EFFICIENCY TO HEALTHCARE
Registration Number:	4742352	NDC
Registration Number:	4742353	NDC
Registration Number:	4742354	NDC
Registration Number:	4249664	QUALA
Registration Number:	3999569	QUALA
Registration Number:	4071406	MEDCHAIN
Registration Number:	4119099	MOTION1
Registration Number:	4060821	PRO ADVANTAGE BY NDC
Registration Number:	3906371	TAG THE ADVANTAGE GROUP
Registration Number:	3657707	QUALA
Registration Number:	3657708	QUALA
Registration Number:	3657709	QUALA
Registration Number:	3663277	QUALA
Registration Number:	3792009	QUALA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3657682	QUALA
Registration Number:	3590514	PRO ADVANTAGE BY NDC
Registration Number:	3597780	PRO ADVANTAGE BY NDC
Registration Number:	3590510	PRO ADVANTAGE BY NDC
Registration Number:	3664816	PRO ADVANTAGE BY NDC
Registration Number:	3796415	PRO ADVANTAGE BY NDC
Registration Number:	3796416	PRO ADVANTAGE BY NDC
Registration Number:	3020616	PRO ADVANTAGE
Registration Number:	2214623	STARLINE
Registration Number:	2245642	STARLINE
Registration Number:	2271539	AMERICAN DENTAL COOPERATIVE, INC.
Registration Number:	2266333	ADC
Registration Number:	2142027	STARLINE
Registration Number:	2143039	Q
Registration Number:	2198713	QUALA
Serial Number:	86667448	PRO ADVANTAGE BY NDC
Serial Number:	86667447	PRO ADVANTAGE BY NDC
Serial Number:	86667451	PRO ADVANTAGE BY NDC
Serial Number:	86667453	PRO ADVANTAGE BY NDC
Serial Number:	86703022	PRO ADVANTAGE
Serial Number:	86703017	PRO ADVANTAGE
Serial Number:	86703008	PRO ADVANTAGE
Serial Number:	86702979	PRO ADVANTAGE
Serial Number:	86702967	PRO ADVANTAGE
Serial Number:	86702961	PRO ADVANTAGE

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

ATTORNEY DOCKET NUMBER:	214338-235
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	02/02/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of February 1, 2016 by **NATIONAL DISTRIBUTION & CONTRACTING, INC.**, a Delaware corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as each term is defined in the Credit Agreement referenced below) (in such capacity, "Grantee").

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 1, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among NDC Purchaser Corp., a Delaware corporation (the "Initial Borrower") and, following the consummation of the Closing Date Acquisition and the execution of the Borrower Joinder Agreement on the Closing Date, "Holdings"), NDC Intermediate Holdings, LLC, a Delaware limited liability company (and together with Initial Borrower and each other Person who executes and delivers a Borrower Joinder Agreement, pursuant to which Borrower Joinder Agreement each such Person shall each become a party to thereto as a Borrower thereunder, each a "Borrower" and collectively, the "Borrowers"), Grantee, as Agent, and the Lenders (as defined in the Credit Agreement) from time to time party thereto, Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers.

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of February 1, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), by and among the "Grantors" (as defined in the Guarantee and Collateral Agreement) from time to time party thereto and Grantee, Grantor has granted to Grantee, for the ratable benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all of such Grantor's Trademarks (as defined in the Guarantee and Collateral Agreement) and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance of the Secured Obligations.

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 Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement (or the Credit Agreement, if applicable). In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest

in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto; and

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


3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

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

NATIONAL DISTRIBUTION &
CONTRACTING, INC., a Delaware
corporation

By: 
Name: Scott Craighead
Title: Vice President and Treasurer

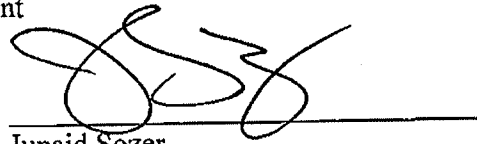
Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____

Name: Junaid Sozer

Title: Vice President

A handwritten signature in black ink, appearing to be 'JS', written over a horizontal line.

SCHEDULE A

TRADEMARKS

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
PRO ADVANTAGE BY NDC	United States	86667448	6/18/15	N/A	N/A
PRO ADVANTAGE BY NDC	United States	86667447	6/18/15	N/A	N/A
PRO ADVANTAGE BY NDC	United States	86667451	6/18/15	N/A	N/A
PRO ADVANTAGE BY NDC	United States	86667453	6/18/15	N/A	N/A
PRO ADVANTAGE ¹	United States	86703022	7/23/15	N/A	N/A
PRO ADVANTAGE ²	United States	86703017	7/23/15	N/A	N/A
PRO ADVANTAGE ³	United States	86703008	7/23/15	N/A	N/A
PRO ADVANTAGE ⁴	United States	86702979	7/23/15	N/A	N/A
PRO ADVANTAGE ⁵	United States	86702967	7/23/15	N/A	N/A
PRO ADVANTAGE ⁶	United States	86702961	7/23/15	N/A	N/A
DELIVERING EFFICIENCY TO HEALTHCARE	United States	86322609	6/27/14	4681704	2/3/15
DELIVERING EFFICIENCY TO HEALTHCARE	United States	86322617	6/27/14	4681706	2/3/15
DELIVERING EFFICIENCY TO HEALTHCARE	United States	86322611	6/27/14	4681705	2/3/15
NDC & Design	United States	86322559	6/27/14	4750905	6/9/15
DELIVERING EFFICIENCY TO HEALTHCARE	United States	86322600	6/27/14	4750906	6/9/15
NDC & Design	United States	86322569	6/27/14	4742352	5/26/15
NDC & Design	United States	86322575	6/27/14	4742353	5/26/15
NDC & Design	United States	86322595	6/27/14	4742354	5/26/15
QUALA	United States	85586493	4/2/12	4249664	11/27/12
QUALA	United States	85066523	6/18/10	3999569	7/19/11
MEDCHAIN	United States	85049370	5/27/10	4071406	12/13/11
MOTION1	United States	85037578	5/13/10	4119099	3/27/12
PRO ADVANTAGE BY NDC	United States	85004889	4/2/10	4060821	11/22/11
TAG THE ADVANTAGE GROUP & Design	United States	77867930	11/9/09	3906371	1/18/11
QUALA	United States	77650873	1/16/09	3657707	7/21/09
QUALA	United States	77650876	1/16/09	3657708	7/21/09
QUALA	United States	77650877	1/16/09	3657709	7/21/09
QUALA	United States	77651099	1/16/09	3663277	8/4/09
QUALA	United States	77650897	1/16/09	3792009	5/25/10
QUALA	United States	77650524	1/15/09	3657682	7/21/09
PRO ADVANTAGE BY NDC	United States	77516235	7/7/08	3590514	3/17/09
PRO ADVANTAGE BY NDC	United States	77516193	7/7/08	3597780	3/31/09
PRO ADVANTAGE BY NDC	United States	77515848	7/7/08	3590510	3/17/09
PRO ADVANTAGE BY NDC	United States	77515885	7/7/08	3664816	8/4/09
PRO ADVANTAGE BY NDC	United States	77515660	7/7/08	3796415	6/1/10
PRO ADVANTAGE BY NDC	United States	77515802	7/7/08	3796416	6/1/10

¹ Intent-to-use application, subject to Section 3 of this Agreement

² Intent-to-use application, subject to Section 3 of this Agreement

³ Intent-to-use application, subject to Section 3 of this Agreement

⁴ Intent-to-use application, subject to Section 3 of this Agreement

⁵ Intent-to-use application, subject to Section 3 of this Agreement

⁶ Intent-to-use application, subject to Section 3 of this Agreement

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
PRO ADVANTAGE	United States	78494444	10/5/04	3020616	11/29/05
STARLINE	United States	75397595	12/1/97	2214623	12/29/98
STARLINE	United States	75390310	11/14/97	2245642	5/18/99
AMERICAN DENTAL COOPERATIVE, Inc.	United States	75381558	10/29/97	2271539	8/24/99
ADC & Design	United States	75381572	10/29/97	2266333	8/3/99
STARLINE & Design	United States	75159342	9/3/96	2142027	3/10/98
Q & Design	United States	74689442	6/16/95	2143039	3/10/98
QUALA	United States	74621577	1/17/95	2198713	10/20/98
NDC & Design	Tennessee	n/a	n/a	n/a	8/11/14
ABCO	Canada	885097	7/22/98	TMA594325	11/7/03