

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407783

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medical Specialties Distributors, LLC		12/06/2016	Limited Liability Company: DELAWARE
First Choice Medical Supply, LLC		12/06/2016	Limited Liability Company: MISSISSIPPI

## RECEIVING PARTY DATA

<b>Name:</b>	Owl Rock Capital Corporation, as Administrative Agent
<b>Street Address:</b>	245 Park Avenue, 41st Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4863897	FLEXIFIT
Registration Number:	3877112	FCMS
Registration Number:	3882845	CALMAFX
Registration Number:	3882844	PRIMAGUARD
Registration Number:	4224941	PRIMAGUARD THERA-MATT HC
Registration Number:	4209828	PRIMAGUARD THERA-MATT
Registration Number:	4209827	PRIMAGUARD THERA-MATT XTRA
Registration Number:	4209826	PRIMAGUARD BARI-MATT MAX
Registration Number:	4221396	PRIMAGUARD THERA-MATT SAFETY
Registration Number:	4221395	PRIMAGUARD THERA-MATT CONTOUR
Registration Number:	4209825	PRIMAGUARD THERA-MATT DUAL
Registration Number:	4211562	PATIENT DIRECT HOME DELIVERY
Registration Number:	3859432	FIRST CHOICE MEDICAL SUPPLY
Registration Number:	3814193	FCMS
Registration Number:	4733172	PUMP GUARD
Registration Number:	4684839	CORBRIDGE
Registration Number:	4615780	MED STREAM

CH \$715.00 4863897

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4233138	OIS PAPERLESS
Registration Number:	4249287	MSD
Registration Number:	3412046	B
Registration Number:	2978005	ONETRACK
Registration Number:	3074044	ONEMED SYSTEM
Serial Number:	87117562	V
Serial Number:	87117556	VERBALCARE
Serial Number:	87024873	FIRST CHOICE MEDICAL SUPPLY
Serial Number:	87024865	FIRST CHOICE MEDICAL SUPPLY
Serial Number:	87032717	FIRST CHOICE
Serial Number:	87002989	ODORLOC

**CORRESPONDENCE DATA**

Fax Number: 6175269899

*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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	56013 / 006
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	12/06/2016

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 6, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as a grantor on the signature pages hereto (each individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of OWL ROCK CAPITAL CORPORATION, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, each Grantor is a party to that certain Security Agreement, dated as of December 6, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

**SECTION 1. DEFINED TERMS; COLLATERAL DOCUMENT**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. This Trademark Security Agreement is a “Collateral Document” for all purposes under the Credit Agreement and other Loan Documents.

**SECTION 2. GRANT OF SECURITY INTEREST**

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of each of the Secured Parties, a continuing security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired or arising by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”:

- (i) all United States registered or applied for Trademarks and Trademark Licenses, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds and profits now and hereafter due and/or payable under or with respect to any and all of the foregoing”);

*provided*, that the Trademark Collateral shall not include any Excluded Assets.

## **SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any such application (or registration that issues therefrom) under applicable federal law.

## **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

## **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

## **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at such Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

## **SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

## **SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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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.

**MEDICAL SPECIALTIES DISTRIBUTORS, LLC**  
as a Grantor

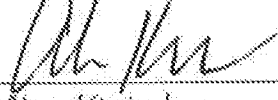
By: Michael Rossi  
Name: Michael Rossi  
Title: Chief Financial Officer

**FIRST CHOICE MEDICAL SUPPLY, LLC**  
as a Grantor

By: Michael Rossi  
Name: Michael Rossi  
Title: Chief Financial Officer

[Signature Page to TL Trademark Security Agreement]





**OWL ROCK CAPITAL CORPORATION**  
as Administrative Agent








By:   
Name: *Alan Kishenbaum*  
Title: *Chief Financial Officer*

[Signature Page to TL Trademark Security Agreement]

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Medical Specialties Distributors, LLC	V	87117562	Publication: Dec 20, 2016
Medical Specialties Distributors, LLC	VERBALCARE	87117556	Publication: Dec 20, 2016
Medical Specialties Distributors, LLC	ONETRACK	2978005	July 26, 2005
Medical Specialties Distributors, LLC	ONEMED SYSTEM	3074044	March 28, 2006
Medical Specialties Distributors, LLC	MSD	4249287	November 27, 2012
Medical Specialties Distributors, LLC	OIS PAPERLESS	4233138	October 30, 2012
Medical Specialties Distributors, LLC	CORBRIDGE	4684839	February 10, 2015
Medical Specialties Distributors, LLC	B	3412046	April 15, 2008
Medical Specialties Distributors, LLC	MED STREAM	4615780	October 7, 2014
Medical Specialties Distributors, LLC	PUMP GUARD	4733172	May 5, 2015
First Choice Medical Supply, LLC	CALMAFX	3882845	November 30, 2010
First Choice Medical Supply, LLC	FCMS	3877112	November 16, 2010
First Choice Medical Supply, LLC		3814193	July 6, 2010
First Choice Medical Supply, LLC		3859432	October 12, 2010
First Choice Medical Supply, LLC	FLEXIFIT	4863897	December 1, 2015
First Choice Medical Supply, LLC		4211526	September 18, 2012
First Choice Medical Supply, LLC	PRIMAGUARD	3882844	November 30, 2010
First Choice Medical Supply, LLC		4209826	September 18, 2012

First Choice Medical Supply, LLC		4209828	September 18, 2012
First Choice Medical Supply, LLC		4221395	October 9, 2012
First Choice Medical Supply, LLC		4224941	October 16, 2012
First Choice Medical Supply, LLC		4221396	October 9, 2012
First Choice Medical Supply, LLC		4209827	September 18, 2012
First Choice Medical Supply, LLC		4209825	September 18, 2012
First Choice Medical Supply, LLC		87024873	May 4, 2016
First Choice Medical Supply, LLC	FIRST CHOICE MEDICAL SUPPLY	87024865	May 4, 2016
First Choice Medical Supply, LLC	FIRST CHOICE	87032717	May 11, 2016
First Choice Medical Supply, LLC	ODORLOC	87002989	April 15, 2016

**TRADEMARK LICENSES**

None.