

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413120

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks - Second Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Columbia Medical, LLC		01/03/2017	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC, AS COLLATERAL AGENT
Street Address:	745 SEVENTH AVENUE
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3125379	
Registration Number:	3795218	
Registration Number:	5030672	POZIFORM
Registration Number:	4604880	NESSIE
Registration Number:	4349496	P POD
Registration Number:	4578896	P POD
Serial Number:	86570213	COLUMBIA
Serial Number:	86570206	COLUMBIA MEDICAL

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212) 455-3605

Email: ksolomon@stblaw.com

Correspondent Name: GENEVIEVE DORMENT, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: New York, NEW YORK 10017

CH \$215.00 3125379

ATTORNEY DOCKET NUMBER:	509265/2001
NAME OF SUBMITTER:	Genevieve Dorment
SIGNATURE:	/gd/
DATE SIGNED:	01/20/2017

Total Attachments: 6

source=Second Lien Notice and Confirmation of Security Interest in Trademarks (Columbia Medical, LLC) (EXECUTED)#page1.tif

source=Second Lien Notice and Confirmation of Security Interest in Trademarks (Columbia Medical, LLC) (EXECUTED)#page2.tif

source=Second Lien Notice and Confirmation of Security Interest in Trademarks (Columbia Medical, LLC) (EXECUTED)#page3.tif

source=Second Lien Notice and Confirmation of Security Interest in Trademarks (Columbia Medical, LLC) (EXECUTED)#page4.tif

source=Second Lien Notice and Confirmation of Security Interest in Trademarks (Columbia Medical, LLC) (EXECUTED)#page5.tif

source=Second Lien Notice and Confirmation of Security Interest in Trademarks (Columbia Medical, LLC) (EXECUTED)#page6.tif

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of January 3, 2017, made by Columbia Medical, LLC (the "Grantor"), in favor of Barclays Bank PLC, a United Kingdom public limited company, as Collateral Agent (the "Agent") for itself, the several banks and other financial institutions (the "Lenders") that are parties to the Second Lien Credit Agreement, dated as of January 3, 2017 (as the same may be amended, waived, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Medical Depot Holdings, Inc. (the "Borrower"), the Agent and the Lenders, and the other Secured Parties provided for in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Guarantors have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of January 3, 2017, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all

of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

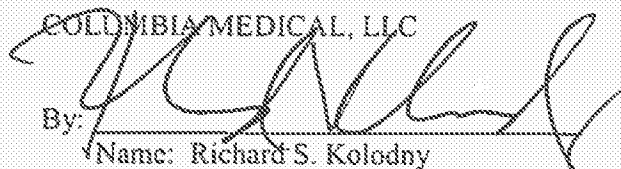
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COLUMBIA MEDICAL, LLC

By: _____
Name: Richard S. Kolodny
Title: President

BARCLAYS BANK PLC,
as Agent

By: _____
Name:
Title:


{SIGNATURE PAGE TO SECOND LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS-
COLUMBIA MEDICAL, LLC}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COLUMBIA MEDICAL, LLC

By: _____
Name: Richard S. Kolodny
Title: President

BARCLAYS BANK PLC,
as Agent

By:  _____
Name: Ritam Bhalla
Title: Director

[SIGNATURE PAGE TO SECOND LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS-
COLUMBIA MEDICAL, LLC]

TRADEMARK
REEL: 005971 FRAME: 0970

SCHEDULE I

Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Registration Date</u>
Columbia Medical, LLC	US	Rubber Duck Design (design only)	Registered	3125379	06/30/2004	08/08/2006
Columbia Medical, LLC	US	Supports Design (design only)	Registered	3795218	05/06/2009	05/25/2010
Columbia Medical, LLC	US	POZIFORM	Registered	5030672	01/07/2016	08/30/2016
Columbia Medical, LLC	US	NESSIE	Registered	4604880	1/31/2014	9/16/2014
Columbia Medical, LLC	US	P POD	Registered	4349496	9/28/2012	6/11/2013
Columbia Medical, LLC	US	P POD	Registered	4578896	9/3/2013	8/5/2014

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>	<u>Filing/ Reg. Date</u>
Columbia Medical, LLC	US	COLUMBIA	Pending	86/570213	3/19/2015
Columbia Medical, LLC	US	COLUMBIA MEDICAL	Pending	86/570206	03/19/2015