

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413110

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medical Depot, Inc.		01/03/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 S. DEARBORN ST., 7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	2862633	ACHIL-EASE
Registration Number:	3328950	ACTIVECARE MEDICAL
Registration Number:	4433184	ACTIVECARE
Registration Number:	3265615	AIR FORCE ONE
Registration Number:	4780246	AIRIAL
Registration Number:	4007510	COBALT
Registration Number:	4231128	COMPETITOR
Registration Number:	2977911	DAYTONA 4
Registration Number:	4055290	DELTA
Registration Number:	4078065	DRIVE
Registration Number:	3978310	DRIVE
Registration Number:	3966510	DRIVE FOR THE ROAD AHEAD
Registration Number:	4659820	DRIVE MEDICAL
Registration Number:	2889659	DRIVE MEDICAL DESIGN & MANUFACTURING
Registration Number:	4787330	DRIVE PAIN AWAY
Registration Number:	3905548	INTREPID
Registration Number:	4795273	I-WALKER
Registration Number:	4319674	LIFESTYLE ESSENTIALS
Registration Number:	2888251	MIMI LITE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3096062	ODYSSEY
Registration Number:	3323696	OSPREY
Registration Number:	3323694	PILOT
Registration Number:	4243681	POWERCARE
Registration Number:	4102754	PRIME CARE
Registration Number:	3958531	PRIME PLUS
Registration Number:	4411605	PRIME SENSE
Registration Number:	3012247	PRIME SNAP
Registration Number:	4147117	PRIME SPAN
Registration Number:	4178771	PRIMEMAT
Registration Number:	4093376	PRIMUS
Registration Number:	3891893	PRIMUS MEDICAL
Registration Number:	3323695	PROWLER
Registration Number:	4902337	PUREFILL
Registration Number:	3812249	READY, SET, GO
Registration Number:	3439506	RENEGADE
Registration Number:	4214145	SMARTDOSE
Registration Number:	3323693	SPITFIRE
Registration Number:	3807550	TROTTER
Registration Number:	3912191	VERTEWRAP
Registration Number:	4201620	WENZELITE
Registration Number:	3439505	WILDCAT
Registration Number:	2781459	WINNIE DELUXE

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

ATTORNEY DOCKET NUMBER: 509265/2001

NAME OF SUBMITTER: Genevieve Dorment

SIGNATURE: /gd/

DATE SIGNED: 01/20/2017

Total Attachments: 7

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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 Medical Depot, Inc. (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a United States national association, as Collateral Agent (the "Agent") for itself, the several banks and other financial institutions (the "Lenders") that are parties to the First 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 First 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.

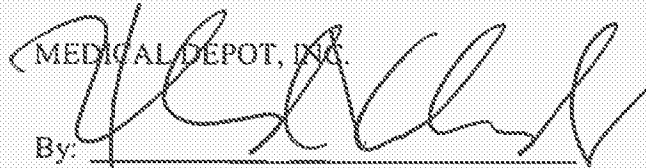
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (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.

MEDICAL DEPOT, INC.


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

JPMORGAN CHASE BANK, N.A.,
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO FIRST LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS- MEDICAL DEPOT, INC.]

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.

MEDICAL DEPOT, INC.

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

JPMORGAN CHASE BANK, N.A.,
as Agent

By:  _____
Name: Dawn Lee Lum
Title: Executive Director

[SIGNATURE PAGE TO FIRST LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS- MEDICAL DEPOT, INC.]

TRADEMARK
REEL: 005972 FRAME: 0121

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>
MEDICAL DEPOT, INC.	US	ACHIL-EASE	Registered	2862633	02/04/2003	07/13/2004
MEDICAL DEPOT, INC.	US	ACTIVECARE MEDICAL	Registered	3328950	03/31/2007	11/06/2007
MEDICAL DEPOT, INC.	US	ACTIVECARE	Registered	4433184	02/06/2012	11/12/2013
MEDICAL DEPOT, INC.	US	AIR FORCE ONE	Registered	3265615	01/30/2003	07/17/2007
MEDICAL DEPOT, INC.	US	AIRIAL	Registered	4780246	06/03/2014	07/28/2015
MEDICAL DEPOT, INC.	US	COBALT	Registered	4007510	08/18/2010	08/02/2011
MEDICAL DEPOT, INC.	US	COMPETITOR	Registered	4231128	08/15/2011	10/23/2012
MEDICAL DEPOT, INC.	US	DAYTONA 4	Registered	2977911	12/02/2003	07/26/2005
MEDICAL DEPOT, INC.	US	DELTA	Registered	4055290	01/03/2011	11/15/2011
MEDICAL DEPOT, INC.	US	DRIVE	Registered	4078065	01/03/2011	12/27/2011
MEDICAL DEPOT, INC.	US	DRIVE	Registered	3978310	01/03/2011	06/14/2011
MEDICAL DEPOT, INC.	US	DRIVE FOR THE ROAD AHEAD	Registered	3966510	01/06/2011	05/24/2011
MEDICAL DEPOT, INC.	US	DRIVE MEDICAL	Registered	4659820	10/18/2010	12/23/2014

<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>
MEDICAL DEPOT, INC.	US	DRIVE MEDICAL DESIGN & MANUFACTUR ING	Registered	2889659	02/08/2002	09/28/2004
MEDICAL DEPOT, INC.	US	DRIVE PAIN AWAY	Registered	4787330	08/14/2014	04/04/2015
MEDICAL DEPOT, INC.	US	INTREPID	Registered	3905548	12/02/2009	01/11/2011
MEDICAL DEPOT, INC.	US	I-WALKER	Registered	4795273	02/19/2015	08/19/2015
MEDICAL DEPOT, INC.	US	LIFESTYLE ESSENTIALS	Registered	4319674	01/13/2012	04/16/2013
MEDICAL DEPOT, INC.	US	MIMI LITE	Registered	2888251	07/29/2002	09/28/2004
MEDICAL DEPOT, INC.	US	ODYSSEY	Registered	3096062	12/02/2003	05/23/2006
MEDICAL DEPOT, INC.	US	OSPREY	Registered	3323696	03/16/2007	10/30/2007
MEDICAL DEPOT, INC.	US	PILOT	Registered	3323694	03/16/2007	10/30/2007
MEDICAL DEPOT, INC.	US	POWERCARE	Registered	4243681	04/04/2012	11/13/2012
MEDICAL DEPOT, INC.	US	PRIME CARE	Registered	4102754	07/16/2009	02/21/2012
MEDICAL DEPOT, INC.	US	PRIME PLUS	Registered	3958531	07/16/2009	05/10/2011
MEDICAL DEPOT, INC.	US	PRIME SENSE	Registered	4411605	11/18/2011	10/01/2013
MEDICAL DEPOT, INC.	US	PRIME SNAP	Registered	3012247	04/22/2004	11/01/2005
MEDICAL DEPOT, INC.	US	PRIME SPAN	Registered	4147117	03/12/2010	05/22/2012

<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>
MEDICAL DEPOT, INC.	US	PRIMEMAT	Registered	4178771	11/23/2011	07/24/2012
MEDICAL DEPOT, INC.	US	PRIMUS	Registered	4093376	04/28/2011	01/31/2012
MEDICAL DEPOT, INC.	US	PRIMUS MEDICAL	Registered	3891893	08/13/2009	12/21/2010
MEDICAL DEPOT, INC.	US	PROWLER	Registered	3323695	03/16/2007	10/30/2007
MEDICAL DEPOT, INC.	US	PUREFILL	Registered	4902337	11/08/2013	02/16/2016
MEDICAL DEPOT, INC.	US	READY, SET, GO	Registered	3812249	06/30/2006	06/29/2010
MEDICAL DEPOT, INC.	US	RENEGADE	Registered	3439506	06/26/2007	06/03/2008
MEDICAL DEPOT, INC.	US	SMARTDOSE	Registered	4214145	09/06/2007	09/25/2012
MEDICAL DEPOT, INC.	US	SPITFIRE	Registered	3323693	03/16/2007	10/30/2007
MEDICAL DEPOT, INC.	US	TROTTER	Registered	3807550	02/13/2008	06/22/2010
MEDICAL DEPOT, INC.	US	VERTEWRAP	Registered	3912191	12/02/2009	01/25/2011
MEDICAL DEPOT, INC.	US	WENZELITE	Registered	4201620	01/13/2012	09/04/2012
MEDICAL DEPOT, INC.	US	WILDCAT	Registered	3439505	06/26/2007	06/03/2008
MEDICAL DEPOT, INC.	US	WINNIE DELUXE	Registered	2781459	07/29/2002	11/02/2003