

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447066

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATIONAL DISTRIBUTION & CONTRACTING, INC.		10/12/2017	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: 1			
Property Type	Number	Word Mark	
Registration Number:	3691005	HSS HEALTHCARE SUPPLY SOLUTIONS MASTERIN	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
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:	214338-00235		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		
DATE SIGNED:	10/12/2017		
Total Attachments: 5			
source=Executed - NDC - Trademark Security Agreement (HSS)#page1.tif			
source=Executed - NDC - Trademark Security Agreement (HSS)#page2.tif			
source=Executed - NDC - Trademark Security Agreement (HSS)#page3.tif			
source=Executed - NDC - Trademark Security Agreement (HSS)#page4.tif			

CH \$40.00 3691005

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of October 12, 2017 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”).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 1, 2016 (as supplemented by that certain Acknowledgement of Incremental Term Loan dated as of May 2, 2017, as further supplemented by that certain Acknowledgment of Incremental Term Loan dated as of the date hereof, and as the same may be further 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 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.

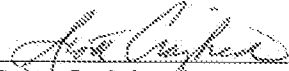
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks unless and 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: Chief Operating Officer and Chief
Financial Officer

Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,
as Agent


By:

Name: David Kelly

Title: Vice President

SCHEDULE A

TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
HSS HEALTHCARE SUPPLY SOLUTIONS MASTERING DISTRIBUTION 	77277458	9/12/07	3691005	10/6/09