

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CCS Medical, Inc.		11/21/2019	Corporation: DELAWARE
MedShip Direct, Inc.		11/21/2019	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	GLAS Americas LLC		
Street Address:	3 SECOND STREET		
Internal Address:	SUITE 206		
City:	JERSEY CITY		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3574790	CCS MEDICAL	
Registration Number:	3585454	PIMS	
Registration Number:	4050891	CCS MEDICAL	
Registration Number:	4050892	CCS MEDICAL	
Registration Number:	5630532	LIVINGCONNECTED	
Registration Number:	4524686	MEDSHIP DIRECT	
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>			
Email:	nalbano@paulweiss.com, aspoto@paulweiss.com, lfranco@paulweiss.com		
Correspondent Name:	Nicole Albano		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	21815-001		
NAME OF SUBMITTER:	Nicole A. Albano		

CH \$165.00 3574790

SIGNATURE:	/Nicole A. Albano/
DATE SIGNED:	11/22/2019
Total Attachments: 5 source=Trademark Security Agreement (GLAS Americas, LLC)#page1.tif source=Trademark Security Agreement (GLAS Americas, LLC)#page2.tif source=Trademark Security Agreement (GLAS Americas, LLC)#page3.tif source=Trademark Security Agreement (GLAS Americas, LLC)#page4.tif source=Trademark Security Agreement (GLAS Americas, LLC)#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of November 21, 2019, by CCS Medical, Inc., a Delaware corporation, and MedShip Direct, Inc., a Georgia corporation (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of GLAS Americas LLC, in its capacity as Agent pursuant to the Credit Agreement (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to an Amended and Restated Credit and Security Agreement dated as of March 27, 2019 (as amended from time to time, the "Credit Agreement") in favor of the Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in compliance with the Pledgors obligations under the Credit Agreement, the Pledgors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Agent for the benefit of the Agent and Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Credit Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit 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 is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control unless the Credit Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Credit Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CCS MEDICAL, INC.

By: _____

Name: *Michael R. Crawe*

Title: *General Counsel & Secretary*

MEDSHIP DIRECT, INC.

By: _____

Name: *Michael R. Crawe*

Title: *General Counsel & Secretary*

Accepted and Agreed:

GLAS AMERICAS LLC,

as Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CCS MEDICAL, INC.

By: _____

Name:

Title:

MEDSHIP DIRECT, INC.

By: _____

Name:

Title:

Accepted and Agreed:

GLAS AMERICAS LLC,

as Agent

By: _____




Name:

Title:

DIANA CULPAE
AVP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
CCS Medical, Inc.	Registration No. 3,574,790	CCS MEDICAL & Design 
CCS Medical, Inc.	Registration No. 3,585,454	PIMS
CCS Medical, Inc.	Registration No. 4,050,891	CCS MEDICAL & Design 
CCS Medical, Inc.	Registration No. 4,050,892	CCS MEDICAL & Design 
CCS Medical, Inc.	Registration No. 5,630,532	LIVINGCONNECTED
MedShip Direct, Inc.	Registration No. 4,524,686	MEDSHIP DIRECT

Trademark Applications: None

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