

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550568

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

CH \$165.00 3574790

<b>SIGNATURE:</b>	/Nicole A. Albano/
<b>DATE SIGNED:</b>	11/22/2019
<b>Total Attachments: 5</b> 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.

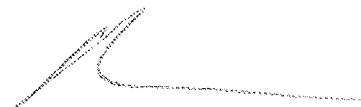
[signature page follows]

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:

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
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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