

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM553580

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 1 | | |
| 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: | Wilmington Savings Fund Society, FSB | | |
| Street Address: | 500 Delaware Avenue | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19801 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| 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: | 2022987570 | | |
| <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: | 202-625-3664 | | |
| Email: | kattendctm@katten.com | | |
| Correspondent Name: | Sean Wooden - Katten Muchin Rosenman | | |
| Address Line 1: | 2900 K Street, N.W. | | |
| Address Line 2: | North Tower, Suite 200 | | |
| Address Line 4: | Washington, D.C. 20007-5118 | | |
| ATTORNEY DOCKET NUMBER: | 393332-00001 | | |
| NAME OF SUBMITTER: | Sean S. Wooden | | |

CH \$165.00 3574790

| | |
|---|------------------|
| SIGNATURE: | /Sean S. Wooden/ |
| DATE SIGNED: | 12/17/2019 |
| Total Attachments: 5 source=Executed FLCA TSA11192019#page1.tif source=Executed FLCA TSA11192019#page2.tif source=Executed FLCA TSA11192019#page3.tif source=Executed FLCA TSA11192019#page4.tif source=Executed FLCA TSA11192019#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 Wilmington Savings Fund Society, FSB, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a First Lien Guarantee and Collateral Agreement of dated as of March 31, 2010 (as amended from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative 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 Guarantee and Collateral Agreement and Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged 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. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Loan Document Obligations and termination of the Guarantee and Collateral Agreement, the Administrative 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. CAPONE

Title: GENERAL COUNSEL & SECRETARY

MEDSHIP DIRECT, INC.

By: 

Name: MICHAEL R. CAPONE

Title: GENERAL COUNSEL & SECRETARY

Accepted and Agreed:

WILMINGTON SAVINGS FUND SOCIETY,
FSB,

as Administrative 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:

WILMINGTON SAVINGS FUND SOCIETY,
FSB,

as Administrative Agent

By: _____




Name:

Title:

Raye D. Goldsborough
Assistant Vice President

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