TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553584

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

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

CH $165.00 3574790

CORRESPONDENCE DATA

Fax Number: 2022987570

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: 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

SIGNATURE:	/Sean S. Wooden/
DATE SIGNED:	12/17/2019

Total Attachments: 5
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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").

WITNESSETH:

WHEREAS, the Pledgors are party to a Second 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

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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 offer as of the date first set forth above.

Very truly yours,

CCS MEDICAL, INC.

By: _____
Name: MICHAEL R. CARONE
Title: GENERAL COUNSEL & SECRETARY

MEDSHIP DIRECT, INC.

By: _____
Name: MICHAEL R. CARONE
Title: GENERAL COUNSEL & SECRETARY

Accepted and Agreed:

WILMINGTON SAVINGS FUND SOCIETY, FSB,

as Administrative Agent

By: _____
Name:
Title:

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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer 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: Kaye D. Goldsborough
Title: Assistant Vice President

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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