

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM630818

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NDC MSV, Inc.		03/09/2021	Corporation: DELAWARE
NDC Homecare, LLC		03/09/2021	Limited Liability Company: DELAWARE
National Distribution & Contracting, Inc.		03/09/2021	Corporation: DELAWARE
Med-Chain Logistics, Inc.		03/09/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	BMO Harris Bank N.A., as Collateral Agent
<b>Street Address:</b>	111 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	6041704	MSV MAIN STREET VACCINES
Registration Number:	5939963	MEDI-FLO
Registration Number:	5105965	PRO ADVANTAGE
Registration Number:	5105966	PRO ADVANTAGE
Registration Number:	5105968	PRO ADVANTAGE
Registration Number:	5105969	PRO ADVANTAGE
Registration Number:	5105967	PRO ADVANTAGE
Registration Number:	5105964	PRO ADVANTAGE
Registration Number:	4944660	PRO ADVANTAGE BY NDC
Registration Number:	4944659	PRO ADVANTAGE BY NDC
Registration Number:	4944661	PRO ADVANTAGE BY NDC
Registration Number:	4944662	PRO ADVANTAGE BY NDC
Registration Number:	4681704	DELIVERING EFFICIENCY TO HEALTHCARE
Registration Number:	4681706	DELIVERING EFFICIENCY TO HEALTHCARE
Registration Number:	4681705	DELIVERING EFFICIENCY TO HEALTHCARE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4750905	NDC
Registration Number:	4750906	DELIVERING EFFICIENCY TO HEALTHCARE
Registration Number:	4742352	NDC
Registration Number:	4742353	NDC
Registration Number:	4742354	NDC
Registration Number:	4249664	QUALA
Registration Number:	3999569	QUALA
Registration Number:	4071406	MEDCHAIN
Registration Number:	4060821	PRO ADVANTAGE BY NDC
Registration Number:	3657707	QUALA
Registration Number:	3657708	QUALA
Registration Number:	3657709	QUALA
Registration Number:	3663277	QUALA
Registration Number:	3792009	QUALA
Registration Number:	3657682	QUALA
Registration Number:	3590514	PRO ADVANTAGE BY NDC
Registration Number:	3597780	PRO ADVANTAGE BY NDC
Registration Number:	3590510	PRO ADVANTAGE BY NDC
Registration Number:	3664816	PRO ADVANTAGE BY NDC
Registration Number:	3796415	PRO ADVANTAGE BY NDC
Registration Number:	3796416	PRO ADVANTAGE BY NDC
Registration Number:	3163780	MED-CHAIN LOGISTICS
Registration Number:	3020616	PRO ADVANTAGE
Registration Number:	2143039	Q
Registration Number:	2198713	QUALA
Registration Number:	3882830	MAIN STREET VACCINES
Registration Number:	4905947	
Registration Number:	4763891	WOLF MEDICAL SUPPLY, INC.
Registration Number:	1864972	ZERO INVENTORY/YOUR NAME HERE
Registration Number:	3394833	WOLF-PAK
Registration Number:	3191578	WOLF-SITE
Registration Number:	3282465	
Registration Number:	2927031	HUBERPRO SAFETY HUBER NEEDLE INFUSION SE

**CORRESPONDENCE DATA**

Fax Number: 3129021061

*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: 312-577-8438

**Email:** raquel.haleem@katten.com  
**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman  
**Address Line 1:** 525 West Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

**NAME OF SUBMITTER:** Raquel Haleem

**SIGNATURE:** /Raquel Haleem/

**DATE SIGNED:** 03/09/2021

**Total Attachments: 7**

source=07. Trademark Security Agreement#page1.tif

source=07. Trademark Security Agreement#page2.tif

source=07. Trademark Security Agreement#page3.tif

source=07. Trademark Security Agreement#page4.tif

source=07. Trademark Security Agreement#page5.tif

source=07. Trademark Security Agreement#page6.tif

source=07. Trademark Security Agreement#page7.tif

U.S. TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK SECURITY AGREEMENT, dated as of March 9, 2021, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BMO Harris Bank N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain U.S. Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “U.S. Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this U.S. Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the Obligations, each Grantor hereby pledges and grants to the Collateral 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 Collateral of such Grantor or in which such Grantor has any rights:

- (a) Marks of such Grantor listed on Schedule I attached hereto (other than Excluded Collateral);
- (b) all goodwill associated with such Marks; and
- (c) all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”).

SECTION 3. U.S. Security Agreement. The security interest granted pursuant to this U.S. Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the U.S. Security 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 U.S. Trademark Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control.

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

SECTION 5. Counterparts. This U.S. 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 U.S. Trademark Security Agreement by signing and delivering one or more counterparts. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or

related to any document to be signed in connection with this U.S. Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

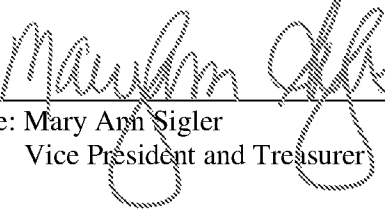
SECTION 6. Governing Law. This U.S. Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this U.S. Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

NDC MSV, INC., as a Grantor

By:  \_\_\_\_\_  
Name: Mary Ann Sigler  
Title: Vice President and Treasurer

*LPB*

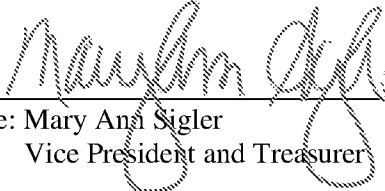
NDC HOMECARE, LLC, as a Grantor

By: \_\_\_\_\_  
Name: Mark T. Seitz  
Title: President and Secretary

NATIONAL DISTRIBUTION & CONTRACTING, INC.,  
as a Grantor

By: \_\_\_\_\_  
Name: Mark T. Seitz  
Title: President and Secretary

MED-CHAIN LOGISTICS, INC., as a Grantor

By:  \_\_\_\_\_  
Name: Mary Ann Sigler  
Title: Vice President and Treasurer

*LPB*

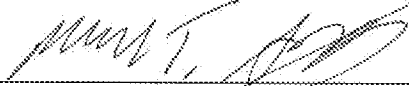
IN WITNESS WHEREOF, each Grantor has caused this U.S. Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

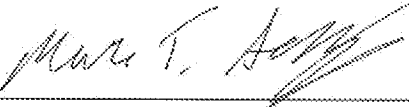
NDC MSV, INC., as a Grantor

By: \_\_\_\_\_  
Name: Mary Ann Sigler  
Title: Vice President and Treasurer

NDC HOMECARE, LLC, as a Grantor

By:  \_\_\_\_\_  
Name: Mark T. Seitz  
Title: President and Secretary

NATIONAL DISTRIBUTION & CONTRACTING, INC.,  
as a Grantor

By:  \_\_\_\_\_  
Name: Mark T. Seitz  
Title: President and Secretary

MED-CHAIN LOGISTICS, INC., as a Grantor

By: \_\_\_\_\_  
Name: Mary Ann Sigler  
Title: Vice President and Treasurer





**SCHEDULE I**  
to  
**U.S. TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**U.S. Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
NDC MSV, Inc.	6041704	MSV MAIN STREET VACCINES
NDC Homecare, LLC	5939963	MEDI-FLO
National Distribution & Contracting, Inc.	5105965	PRO ADVANTAGE
National Distribution & Contracting, Inc.	5105966	PRO ADVANTAGE
National Distribution & Contracting, Inc.	5105968	PRO ADVANTAGE
National Distribution & Contracting, Inc.	5105969	PRO ADVANTAGE
National Distribution & Contracting, Inc.	5105967	PRO ADVANTAGE
National Distribution & Contracting, Inc.	5105964	PRO ADVANTAGE
National Distribution & Contracting, Inc.	4944660	PRO ADVANTAGE BY NDC
National Distribution & Contracting, Inc.	4944659	PRO ADVANTAGE BY NDC
National Distribution & Contracting, Inc.	4944661	PRO ADVANTAGE BY NDC
National Distribution & Contracting, Inc.	4944662	PRO ADVANTAGE BY NDC
National Distribution & Contracting, Inc.	4681704	DELIVERING EFFICIENCY TO HEALTHCARE
National Distribution & Contracting, Inc.	4681706	DELIVERING EFFICIENCY TO HEALTHCARE
National Distribution & Contracting, Inc.	4681705	DELIVERING EFFICIENCY TO HEALTHCARE
National Distribution & Contracting, Inc.	4750905	NDC
National Distribution & Contracting, Inc.	4750906	DELIVERING EFFICIENCY TO HEALTHCARE
National Distribution & Contracting, Inc.	4742352	NDC
National Distribution & Contracting, Inc.	4742353	NDC
National Distribution & Contracting, Inc.	4742354	NDC
National Distribution & Contracting, Inc.	4249664	QUALA
National Distribution & Contracting, Inc.	3999569	QUALA

National Distribution & Contracting, Inc.	4071406	MEDCHAIN
National Distribution & Contracting, Inc.	4060821	PRO ADVANTAGE BY NDC
National Distribution & Contracting, Inc.	3657707	QUALA
National Distribution & Contracting, Inc.	3657708	QUALA
National Distribution & Contracting, Inc.	3657709	QUALA
National Distribution & Contracting, Inc.	3663277	QUALA
National Distribution & Contracting, Inc.	3792009	QUALA
National Distribution & Contracting, Inc.	3657682	QUALA
National Distribution & Contracting, Inc.	3590514	PRO ADVANTAGE BY NDC
National Distribution & Contracting, Inc.	3597780	PRO ADVANTAGE BY NDC
National Distribution & Contracting, Inc.	3590510	PRO ADVANTAGE BY NDC
National Distribution & Contracting, Inc.	3664816	PRO ADVANTAGE BY NDC
National Distribution & Contracting, Inc.	3796415	PRO ADVANTAGE BY NDC
National Distribution & Contracting, Inc.	3796416	PRO ADVANTAGE BY NDC
Med-Chain Logistics, Inc.	3163780	MED CHAIN LOGISTICS
National Distribution & Contracting, Inc.	3020616	PRO ADVANTAGE
National Distribution & Contracting, Inc.	2143039	Q
National Distribution & Contracting, Inc.	2198713	QUALA
NDC MSV, Inc.	3882830	MAIN STREET VACCINES
NDC Homecare, LLC	4905947	<i>Design Only</i>
NDC Homecare, LLC	4763891	WOLF MEDICAL SUPPLY, INC.
NDC Homecare, LLC <sup>1</sup>	1864972	ZERO INVENTORY/YOUR NAME HERE
NDC Homecare, LLC	3394833	WOLF-PAK
NDC Homecare, LLC	3191578	WOLF-SITE
NDC Homecare, LLC	3282465	<i>Design Only</i>
NDC Homecare, LLC	2927031	HUBERPRO SAFETY HUBER NEEDLE INFUSION SET

<sup>1</sup> The current owner of record as of the Closing date is Dedicated Distribution, Inc.