

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United States Medical Supply, LLC		07/21/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	227 West Monroe St., Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3866130	US MED	
Registration Number:	4064970	BETTER SERVICE, BETTER CARE	
Registration Number:	4101657	USMED	
Registration Number:	3249282	UNITED STATES MEDICAL SUPPLY US MED	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	214338-565		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	07/21/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of July 21, 2021 by United States Medical Supply, LLC (“Grantor”), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for all Lenders party to the Credit Agreement referenced below (in such capacity, “Grantee”).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 31, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among ADS Buyer, Inc., a Delaware corporation (the “Initial Borrower”, and together with each other Person who executes and delivers a joinder agreement under the Credit Agreement, each a “Borrower” and collectively, the “Borrowers”), ADS Interco, Inc., a Delaware corporation (“Holdings”), Grantee, as Agent, and the Lenders from time to time party thereto, Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to and other financial accommodations in favor of Borrowers.

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of December 31, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by and among the “Grantors” (as defined in the Guarantee and Collateral Agreement) from time to time party thereto and Grantee, Grantor has granted to Grantee, for the ratable benefit of the Lenders, a security interest in and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all of Grantor’s Trademarks (as defined in the Guarantee and Collateral Agreement) and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance of the Secured Obligations (as defined in the Guarantee and Collateral Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement (or the Credit Agreement, if applicable). In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with the goodwill associated with such Trademarks; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

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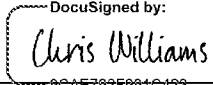
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**UNITED STATES MEDICAL SUPPLY,
LLC**

DocuSigned by:
By: William Monast
Name: William Monast
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above:


MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Chris Williams
Title: Vice President

SCHEDULE A

TRADEMARKS

UNITED STATES MEDICAL SUPPLY, LLC

Mark	Application No.	Application Date	Registration No.	Registration Date
US MED	77/947670	March 1, 2010	3866130	October 19, 2010
BETTER SERVICE, BETTER CARE	85/338967	June 6, 2011	4064970	November 29, 2011
USMED	85/336071	June 2, 2011	4101657	February 21, 2012
	78/885216	May 16, 2006	3249282	June 5, 2007