

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
H.D. Smith Wholesale Drug Co.		12/06/2011	CORPORATION: DELAWARE
Independence Holding Company, LLC		12/06/2011	LIMITED LIABILITY COMPANY: ILLINOIS
Smith Medical Partners, LLC		12/06/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	120 S. LaSalle 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: 4**

Property Type	Number	Word Mark
Registration Number:	3573440	SMITH MEDICAL PARTNERS
Registration Number:	2021640	MAJOR VALUE
Registration Number:	2653774	TOTAL RETURNS
Registration Number:	2025670	PHARMAGEN

**CORRESPONDENCE DATA**

Fax Number: (312)236-7516  
 Phone: 312 368 4000  
 Email: ch.tm@dlapiper.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Mark I. Feldmand, DLA Piper LLP (US)  
 Address Line 1: P.O. Box 64807  
 Address Line 4: Chicago, ILLINOIS 60664-0807

**TRADEMARK**

**900209088**

**REEL: 004674 FRAME: 0604**

**CH \$115.00 3573440**

ATTORNEY DOCKET NUMBER:	213240-002001
NAME OF SUBMITTER:	Mark I. Feldman
Signature:	/Mark I. Feldman/
Date:	12/08/2011

**Total Attachments: 15**

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**FIRST AMENDMENT TO  
SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT ("Amendment"), is entered into as of December 6, 2011 by and between H.D. Smith Wholesale Drug Co., a Delaware corporation ("**H.D. Smith**"), Independence Holding Company, LLC, an Illinois limited liability company ("**IHC**"), and Smith Medical Partners, LLC, a Delaware limited liability company ("**Smith Medical**", and together with H.D. Smith and IHC, each a "**Grantor**" and collectively, the "**Grantors**"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "**Administrative Agent**") for the lenders party to the Credit Agreement referred to below.

1. **RECITALS.**

1.1 Pursuant to that certain Second Amended and Restated Credit Agreement, dated as of August 29, 2008 (the "**Existing Credit Agreement**"), by and among Grantors, Administrative Agent and Lenders, Lenders made or agreed to make certain loans and advances to Grantors, including, without limitation, the Revolving Loan, Swingline Loans and Protective Advances (collectively, the "**Existing Loans**") in the aggregate principal amount of up to Two Hundred Sixty-Six Million Dollars (\$266,000,000), as evidenced by one or more promissory notes (collectively, the "**Existing Lender Notes**"), and a certain Second Amended and Restated Pledge and Security Agreement, dated as of August 29, 2008 and filed with the United States Patent and Trademark Office at Reel/Frame 003865/0238 on October 3, 2008 (as amended, modified or supplemented from time to time, the "**Existing Security Agreement**"; the Existing Security Agreement as amended by this Amendment and as may be further amended, modified or supplemented from time to time, the "**Security Agreement**").

1.2 Concurrently with the execution and delivery of this Amendment, Grantors, Administrative Agent and Lenders have entered into (i) a certain Third Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Credit Agreement**"), pursuant to which the Existing Credit Agreement was amended and restated to provide that, among other things, Lenders have made or agreed to make certain loans and advances, including, without limitation, the Revolving Loan, Swingline Loans and Protective Advances, in the original principal amount of up to Three Hundred Fifty Million Dollars (\$350,000,000) (collectively, the "**Loans**"), as evidenced by one or more promissory notes (the "**Lender Notes**").

1.3 In connection with the foregoing, Grantors and the Administrative Agent desire to amend the Existing Security Agreement as hereinafter provided.

1.4 Capitalized terms used herein and not otherwise defined shall have the meanings provided for in the Credit Agreement.

2. **AMENDMENT.**

2.1 The definition of "Security Agreement" contained in the first paragraph of the Existing Security Agreement is hereby deleted and is replaced with the definition of "Security Agreement" contained in the Recitals to this Amendment.

2.2 The definition of "Credit Agreement" contained in the Recitals to the Existing Security Agreement is hereby deleted and is replaced with the definition of "Credit Agreement" contained in the Recitals to this Amendment.

2.3 In Section 3.1, the reference to "Exhibit H" is hereby deleted and is replaced with a reference to "Exhibit G".

2.4 Exhibit A attached to the Existing Security Agreement is hereby deleted and is replaced with Exhibit A attached hereto.

2.5 Exhibit B attached to the Existing Security Agreement is hereby deleted and is replaced with Exhibit B attached hereto.

2.6 Exhibit D attached to the Existing Security Agreement is hereby deleted and is replaced with Exhibit D attached hereto.

2.7 Exhibit F attached to the Existing Security Agreement is hereby deleted and is replaced with Exhibit F attached hereto.

2.8 Exhibit H attached to the Existing Security Agreement is hereby deleted and is replaced with Exhibit H attached hereto.

3. **PRECONDITIONS.**

3.1 This Amendment shall become effective upon receipt by Administrative Agent of fully executed counterparts of this Amendment.

4. **EXPENSES.**

As a condition precedent to the agreements contained herein, Grantors shall pay all costs and expenses incurred by Administrative Agent and Lenders in connection with this Amendment, including, without limitation, recording fees and attorneys' fees and expenses.

5. **REAFFIRMATION OF GRANT OF SECURITY INTEREST.**

Each Grantor expressly acknowledges and agrees that all collateral, security interests, liens, pledges and mortgages granted by each such Grantor to Administrative Agent and the Lenders heretofore or in connection with this Amendment, including pursuant to the Loan Documents, extend to and cover all of the obligations of the Grantors to Administrative Agent and the Lenders, whether now existing or hereafter arising in connection with the Loan Agreement and the other Loan Documents, as amended by this Amendment. All of such

collateral, security interests, liens, pledges and mortgages are hereby ratified, reaffirmed, confirmed and approved.

6. MISCELLANEOUS.

6.1 Limited Nature of Amendments. The parties hereto acknowledge and agree that the terms and provisions of this Amendment amend, add to and constitute a part of the Pledge Agreement. Except as expressly modified and amended by the terms of this Amendment, all of the other terms and conditions of the Security Agreement and all documents executed in connection therewith or referred to or incorporated therein remain in full force and effect and are hereby ratified, reaffirmed, confirmed and approved.

6.2 Conflict. If there is an express conflict between the terms of this Amendment and the terms of the Security Agreement, or any of the other agreements or documents executed in connection therewith or referred to or incorporated therein, the terms of this Amendment shall govern and control.

6.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original.

6.4 Representations and Warranties. Each Grantor represents and warrants to Administrative Agent and the Lenders as follows: (A) the each Grantor has all necessary power and authority to execute and deliver this Amendment and perform its obligations hereunder; (B) this Amendment and the Existing Security Agreement, as amended hereby, constitute the legal, valid and binding obligations of each Grantor and are enforceable against the each Grantor in accordance with their terms, provided that the enforceability hereof and thereof is subject in each case to general principles of equity and to bankruptcy, insolvency and similar laws affecting the enforcement of creditors' rights generally; and (C) after giving effect to this Amendment and the agreements contained herein, all representations and warranties of the Grantors contained in the Security Agreement, the Credit Agreement, the other Loan Documents and all other agreements, instruments and other writings relating thereto are true and complete as of the date hereof.

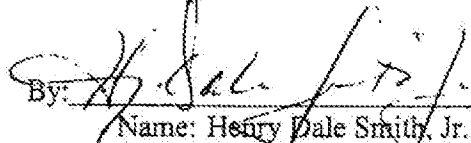
6.5 Governing Law. This Amendment shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of Illinois, but giving effect to federal laws applicable to national banks.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

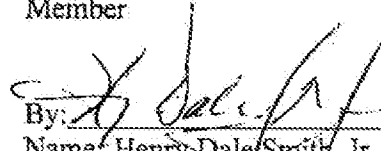
**GRANTORS:**

**H.D. SMITH WHOLESALE DRUG CO.,** a  
Delaware corporation

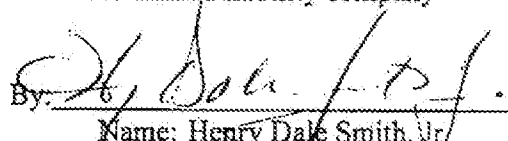
By:   
Name: Henry Dale Smith, Jr.  
Title: Chairman of the Board and  
Chief Executive Officer

**INDEPENDENCE HOLDING COMPANY,**  
LLC, an Illinois limited liability company

By: **H.D. Smith Wholesale Drug Co.,** its Sole  
Member

By:   
Name: Henry Dale Smith, Jr.  
Title: Chairman of the Board and  
Chief Executive Officer

**SMITH MEDICAL PARTNERS, LLC,** a  
Delaware limited liability company

By:   
Name: Henry Dale Smith, Jr.  
Title: Manager

**ADMINISTRATIVE AGENT:**

**JPMORGAN CHASE BANK, N.A.,** as  
Administrative Agent

By: \_\_\_\_\_  
Name: Patrick J. Fravel  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

**GRANTORS:**

**H.D. SMITH WHOLESALE DRUG CO., a**  
Delaware corporation

By: \_\_\_\_\_  
Name: Henry Dale Smith, Jr.  
Title: Chairman of the Board and  
Chief Executive Officer

**INDEPENDENCE HOLDING COMPANY,**  
LLC, an Illinois limited liability company

By: **H.D. Smith Wholesale Drug Co., its Sole**  
Member

By: \_\_\_\_\_  
Name: Henry Dale Smith, Jr.  
Title: Chairman of the Board and  
Chief Executive Officer

**SMITH MEDICAL PARTNERS, LLC, a**  
Delaware limited liability company

By: \_\_\_\_\_  
Name: Henry Dale Smith, Jr.  
Title: Manager

**ADMINISTRATIVE AGENT:**

**JPMORGAN CHASE BANK, N.A., as**  
Administrative Agent

By:  \_\_\_\_\_  
Name: Patrick J. Fravel  
Title: Authorized Officer

**EXHIBIT A**

(See Sections 3.2, 3.3, 3.4, 3.9 and 9.1 of Security Agreement)

**NOTICE ADDRESS FOR ALL GRANTORS**

H.D. Smith Wholesale Drug. Co.  
3063 Fiat Avenue  
Springfield, Illinois 62703  
Attention: John Voss  
Facsimile: (217) 467-8298

**INFORMATION AND COLLATERAL LOCATIONS OF  
H.D. SMITH WHOLESALE DRUG CO.**

- I. **Name of Grantor:** H.D. Smith Wholesale Drug Co.
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
0597523
- V. **Federal Identification Number:** 37-0709250
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
  
H.D. Smith Wholesale Drug. Co.  
3063 Fiat Avenue  
Springfield, Illinois 62703  
Attention: John Voss

**VII. Locations of Collateral:**

(a) Properties Owned by the Grantor:

Illinois Division  
4650 N. Industrial Dr.  
Springfield, IL 62703

Corporate Office  
3063 Fiat Avenue  
Springfield, IL 62703



Texas Division  
1101 W. Vickery Blvd.  
Fort Worth, TX 76104

(b) Properties Leased by the Grantor (Include Landlord's Name):

Wood Dale Warehouse  
950-960 Lively Blvd  
Wood Dale, IL 60191  
Landlord: Wood Dale Wheeling, LLC

Texas Warehouse  
502 E. Highway 281  
Los Indios, TX 78567  
Landlord: Pyramid Warehousing, LTD.

New England Division  
8 Marin Way  
Stratham, NH 03885  
Landlord: 40/86 Mortgage Capital, Inc.

Corporate Division  
Park Place  
3201 W. White Oaks Drive  
Springfield, IL 62704  
Landlord: LV Springfield, LLC

Kentucky Division  
6001 Global Distribution Way Suite 102  
Louisville, KY 40228  
Landlord: Louisville United, LLC

Florida Division  
1901 NW 25<sup>th</sup> Avenue  
Pompano Beach, FL 33069  
Landlord: Pompano Industrial Center, LLC

California Division  
1370 Victoria Street  
Carson, CA 90746  
Landlord: Carson Dominequez Properties, LLC

NY Metro Division  
670 Belleville Turnpike  
Kearny, NJ 07032  
Terreno Belleville, LLC

Best Self Storage  
1200 Bunn Avenue  
Springfield, IL 67203  
Landlord: Best Self Storage

- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None.

INFORMATION AND COLLATERAL LOCATIONS OF  
INDEPENDENCE HOLDING COMPANY, LLC

- I. **Name of Grantor:** Independence Holding Company, LLC
- II. **State of Incorporation or Organization:** Illinois
- III. **Type of Entity:** limited liability company
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
00425311
- V. **Federal Identification Number:** 37-1399345
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
  
H.D. Smith Wholesale Drug. Co.  
3063 Fiat Avenue  
Springfield, Illinois 62703  
Attention: John Voss
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor (Include Landlord's Name):

Independence Holding Company -- Complete Care Pharmacy Location  
101 E. Plummer  
Chatham, IL 62629  
Landlord: Healthcare Properties

Independence Holding Company  
201 N. Fifth Street  
Springfield, IL 62701  
Landlord: Near North Village

- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None.

INFORMATION AND COLLATERAL LOCATIONS OF  
SMITH MEDICAL PARTNERS, LLC

- I. **Name of Grantor:** Smith Medical Partners, LLC
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** limited liability company
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
4420408
- V. **Federal Identification Number:** 26-1299438
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
  
H.D. Smith Wholesale Drug, Co.  
3063 Fiat Avenue  
Springfield, Illinois 62703  
Attention: John Voss
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor (Include Landlord's Name): None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None.

**EXHIBIT B**

(See Section 3.5 of Security Agreement)

**DEPOSIT ACCOUNTS**

<u>Division/Sub sidary</u>	<u>Bank Name</u>	<u>Account #</u>	<u>G/L Acct#</u>	<u>Description</u>	
Operating Account 3000 - Corporate	JPM Chase	533028 3523	113022	Concentration CCA	
3000 - Corporate	JPM Chase	211058 939	113000	Main Operating a/c	q Main operating account Borrowings from Bank One advanced to this account Funds all control disbursement and other funding transfers Some vendors (significant) paid via EFT from this account
Controlled Disbursemen ts 3000 - Corporate	JPM Chase	627120 298	113020	Controlled Disbursement	q All A/P checks and operating expense
Payroll & Manual					

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<b>Check Accounts</b>					
3000 -	<i>JPM</i>	211098841	113025	manual checks, payroll	
Corporate	<i>Chase</i>				
3000 -	<i>JPM</i>	723447660	113029	401k/Profit Sharing admin expense acct	
Corporate	<i>Chase</i>				
<b>Retail Pharmacy</b>					
<b>Accounts</b>					
5020 -	<i>JPM</i>	684480874	113024	Deposit- Chatham	q
Independence	<i>Chase</i>				
5020 -	<i>JPM</i>	632592838	113026	Cash Collateral -	q
Independence	<i>Chase</i>			Chatham	
5010 -	<i>JPM</i>	641907290	113021	Cash Collateral -	q
Independence	<i>Chase</i>			downtown	
5010-20 -	<i>JPM</i>	644120735	113020	Controlled	
Independence	<i>Chase</i>			Disbursement	

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LOCK BOXES

<u>Division/Subsidiary</u>	<u>Bank Name</u>	<u>Account #</u>	<u>G/L Acct# Description</u>
3010 -- Illinois	JPM Chase	635763790	113016 Lockbox
3020/3030 -- Texas	JPM Chase	643622350	113016 Lockbox
3040 -- Florida	JPM Chase	675517817	113016 Lockbox
3050 -- NY/Metro	JPM Chase	1046986	113016 Lockbox
3060 -- California	JPM Chase	1019926	113016 Lockbox
3070 -- New England	JPM Chase	675517825	113016 Lockbox
3080 - Kentucky	JPM Chase	708726922	113016 Lockbox

**EXHIBIT D**

(See Section 3.10 and 3.11 of Security Agreement)

**INTELLECTUAL PROPERTY RIGHTS**

**PATENTS**

None.

**PATENT APPLICATIONS**

None.

**TRADEMARKS**

Name of Grantor	Trademark	Registration Date	Registration Number
H.D. Smith Wholesale Drug Co.	MAJOR VALUE and Design	December 10, 1996	2021640
H.D. Smith Wholesale Drug Co.	Smith Medical Partners	February 10, 2009	3573440

**TRADEMARK APPLICATIONS**

None.

**COPYRIGHTS**

None.

**COPYRIGHT APPLICATIONS**

None.

**INTELLECTUAL PROPERTY LICENSES**

None.

**EXHIBIT F**

(See Section 3.13 of Security Agreement and Definition of "Pledged Collateral")

**LIST OF PLEDGED COLLATERAL, SECURITIES  
AND OTHER INVESTMENT PROPERTY**

**STOCKS**

None.

**BONDS**

None.

**GOVERNMENT SECURITIES**

None.

**OTHER SECURITIES OR OTHER INVESTMENT PROPERTY  
(CERTIFICATED AND UNCERTIFICATED)**

Name of Grantor	Issuer	Description of Collateral	Percentage Ownership Interest
H.D. Smith Wholesale Drug Co.	Independence Holding Company, LLC	LLC Membership Units	100%
H.D. Smith Wholesale Drug Co.	Smith Medical Partners, LLC	LLC Membership Units	100%



**EXHIBIT H**

(See Section 4.4 and 4.8 of Security Agreement)

**AMENDMENT**

This Amendment, dated \_\_\_\_\_, is delivered pursuant to Section 4.4 of the Security Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement. The undersigned hereby certifies that the representations and warranties in Article III of the Security Agreement are and continue to be true and correct. The undersigned further agrees that this Amendment may be attached to that certain Second Amended and Restated Pledge and Security Agreement, dated as of August 29, 2008, between the undersigned, as the Grantors, and JPMorgan Chase Bank, N.A., as the Administrative Agent, as amended by that certain First Amendment to Second Amended and Restated Pledge and Security Agreement, dated as of December 6, 2011 (as amended or modified from time to time prior to the date hereof, the "Security Agreement"), and that the Collateral listed on Schedule I to this Amendment shall be and become a part of the Collateral referred to in said Security Agreement and shall secure all Secured Obligations referred to in said Security Agreement.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_