900245999 02/04/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Canyon Medical, LLC		101/25/2013	LIMITED LIABILITY	
			COMPANY: DELAWARE	

RECEIVING PARTY DATA

Name:	Plexus Fund II, L.P.
Street Address:	200 Providence Road
Internal Address:	Suite 210
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28207
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85790398	INGRAM MEDICAL
Serial Number:	85790426	IM

CORRESPONDENCE DATA

Fax Number: 9198216800

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 919-821-1220

Email: gcollins@smithlaw.com

Correspondent Name: Grace S. Collins
Address Line 1: 150 Fayetteville Street

Address Line 2: Suite 2300

Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER: 12570.5

NAME OF SUBMITTER: Grace S. Collins

TRADEMARK

900245999 REEL: 004955 FRAME: 0567

TOP & EE ON 85790398

Signature:	/s/ Grace S. Collins
Date:	02/04/2013
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "<u>Agreement</u>") dated as of January 25, 2013 by and between **CANYON MEDICAL**, **LLC**, a Delaware limited liability company (the "<u>Grantor</u>"), having its chief executive office at 9883 South 500 West, Sandy, Utah 84070, and **PLEXUS FUND II**, **L.P.**, a Delaware limited partnership (the "**Secured Party**") for the ratable benefit of itself and the other Holders from time to time party to the Securities Purchase Agreement dated as of December 20, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**") by and among Warner Diabetic, LLC, certain of its Subsidiaries and the Secured Party.

This Agreement is executed pursuant to the terms of (a) the Purchase Agreement and (b) the Security Agreement dated as of December 20, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantor in favor of the Secured Party, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, for the ratable benefit of the Holders, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on <u>Schedule A</u>;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and
 - (iii) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by facsimile, .PDF images or other electronic means.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

CANYON MEDICAL, LLC

Name: Jeffrey e. Smith Title: Manager

ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

I, <u>James Hicken</u>, a Notary Public for said County and State, do hereby certify that Jeffrey C. Smith personally appeared before me this day and stated that he is the Manager of Canyon Medical, LLC and acknowledged, on behalf of Canyon Medical, LLC, the due execution of the foregoing instrument.

Witness my hand and official seal, this <u>23</u> day of January, 2013.

My commission expires:

Jan. 11,2016

JAMES HICKEN
Notary Public State of Utah
My Commission Expires on:
January 11, 2016
Comm. Number: 651629

Notary Public

[Trademark Security Agreement - Canyon Medical, LLC]

Agreed and Accepted as of the as of the date first above written.

PLEXUS FUND II, L.P., as Secured Party

PLEXUS FUND II GP, LLC, its General Partner By:

By: Michael Becker, Manager

[Trademark Security Agreement - Canyon Medical, LLC]

Schedule A to Trademark Security Agreement

TRADEMARKS

Mark	Serial / Registration Number	Filing / Registration Date	Country
INGRAM MEDICAL	85790398	November 29, 2012	U.S.
IM	85790426	November 29, 2012	U.S.

RECORDED: 02/04/2013