

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

8003A-659

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

KING
Quality Distributors, Inc.

- Individual(s)
- General Partnership
- Corporation- State: New York
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) August 11, 2008

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital
Internal Corporation, as agent

Address:

Street Address: 401 Merritt 7

City: Norwalk

State: CT

Country: USA Zip: 06856

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:

Laura Konrath
Signature

8/25/08
Date

Laura Konrath

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 232428 1241643

Continuation Item 1

2)

QK Healthcare, Inc.,

a Delaware Corporation

Continuation
Item 4

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

1)
2)
3)

Trademark	Serial/Registration Number	Applicant/Registrant	Status
QUALITY AND DESIGN (CROWN)	1241643	Quality King Distributors, Inc.	Active
QK HEALTHCARE	2592542	QK Healthcare, Inc.	Active
QK RX HEALTHCARE, INC.	2660187	QK Healthcare, Inc.	Active

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 11, 2008, by QUALITY KING DISTRIBUTORS, INC., a New York corporation and QK HEALTHCARE, INC., a Delaware corporation (each a "Grantor" and collectively, "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantors and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]


IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

QUALITY KING DISTRIBUTORS, INC.
QK HEALTHCARE, INC.

By: _____
Name: Michael Anderson
Title: Treasurer and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: _____
Title: Meenoo Sameer
Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of August, 2008 before me personally appeared Michael W. Katz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Quality King Distributors, Inc., and QK Healthcare, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by their respective Board of Directors or other respective governing bodies and that he acknowledged said instrument to be the free act and deed of said corporations.

Notary Public

{seal}

[Signature Page – Quality King Trademark Security Agreement]

TRADEMARK
REEL: 003842 FRAME: 0666

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

QUALITY KING DISTRIBUTORS, INC.
QK HEALTHCARE, INC.

By: [Signature]

Name: Michael Anderson
Title: Treasurer and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 6th day of August, 2008 before me personally appeared Michael Anderson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Quality King Distributors, Inc., and QK Healthcare, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by their respective Board of Directors or other respective governing bodies and that he acknowledged said instrument to be the free act and deed of said corporations.

[Signature]
Notary Public

GERALDINE BIONDOLILLO
Notary Public, State of New York
No. 41-4720043
Qualified in Queens County
Commission Expires July 31, 2009

{seal}

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QK RX HEALTHCARE, INC.	2660187	QK Healthcare, Inc.	Active

BOS 630995.3

RECORDED: 08/26/2008

TRADEMARK
REEL: 003842 FRAME: 0668