

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
Abco Dealers, Inc.		04/30/2010	CORPORATION: TENNESSEE
Med-Chain Logistics, Inc.		04/30/2010	CORPORATION: DELAWARE
NDC Intermediate Holdings, LLC		04/30/2010	CORPORATION: DELAWARE
National Distribution & Contracting, Inc.		04/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	1643132	ABCO
Registration Number:	1737927	ABCO
Registration Number:	2821107	ABCO
Registration Number:	2266333	ADC
Registration Number:	2271539	AMERICAN DENTAL COOPERATIVE, INC.
Registration Number:	1671617	BANNER
Registration Number:	2836436	CIDA
Registration Number:	2840130	CIDA
Registration Number:	3037870	COURIER
Registration Number:	2818403	ENTRA-SAFE

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**TRADEMARK
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CH \$815.00 1643132

Registration Number:	1670958	LANOFRESH
Registration Number:	1645094	LITE TEX
Registration Number:	3163780	MED-CHAIN LOGISTICS
Registration Number:	3020616	PRO ADVANTAGE
Registration Number:	3267169	PRO ADVANTAGE
Registration Number:	3590510	PRO ADVANTAGE BY NDC
Registration Number:	3664816	PRO ADVANTAGE BY NDC
Registration Number:	3590514	PRO ADVANTAGE BY NDC
Registration Number:	3597780	PRO ADVANTAGE BY NDC
Registration Number:	2143039	Q
Registration Number:	2198713	QUALA
Registration Number:	3657682	QUALA
Registration Number:	3657707	QUALA
Registration Number:	3657708	QUALA
Registration Number:	3657709	QUALA
Registration Number:	3663277	QUALA
Registration Number:	2214623	STARLINE
Registration Number:	2245642	STARLINE
Registration Number:	2142027	STARLINE
Serial Number:	77515660	PRO ADVANTAGE BY NDC
Serial Number:	77515802	PRO ADVANTAGE BY NDC
Serial Number:	77650897	QUALA

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	376833
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/11/2010

Total Attachments: 8

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 30th day of April, 2010 by NATIONAL DISTRIBUTION & CONTRACTING, INC., a Delaware corporation, ABCO DEALERS, INC., a Delaware corporation, and MED-CHAIN LOGISTICS, INC., a Delaware corporation (each, a "Grantor," and together, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantors have entered into that certain Revolving Credit, Term Loan and Security Agreement as borrowers (Grantors, together with each Person joined as borrower to the Loan Agreement from time to time, the "Borrowers"), Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan 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, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement which are necessary for the operation of the Grantors' business.

[signatures to appear on following page]

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

**NATIONAL DISTRIBUTION &
CONTRACTING, INC.**

By: _____
Name: _____
Title: _____

ABCO DEALERS, INC.

By: _____
Name: _____
Title: _____

MED-CHAIN LOGISTICS, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: David Gaito
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

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

**NATIONAL DISTRIBUTION &
CONTRACTING, INC.**

By: Jr. Scott Craighear
Name: J. Scott Craighear
Title: COO/CFO

ABCO DEALERS, INC.

By: Jr. Scott Craighear
Name: J. Scott Craighear
Title: COO/CFO

MED-CHAIN LOGISTICS, INC.

By: Jr. Scott Craighear
Name: J. Scott Craighear
Title: COO/CFO

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: David Gaito
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration or Filing Date	Expiration Date	Owner
ABCO	TMA594,325 (Canada) 1,643,132 1,737,927			National Distribution & Contracting, Inc.
ABCO & Design	TMA271,739 (Canada) 2,821,107			National Distribution & Contracting, Inc.
ADC Design	2,266,333			National Distribution & Contracting, Inc.
AMERICAN DENTAL COOPERATIVE, INC.	2,271,539			National Distribution & Contracting, Inc.
BANNER	1,671,617			National Distribution & Contracting, Inc.
CIDA	2,836,436			National Distribution & Contracting, Inc.
CIDA & Design	2,840,130			National Distribution & Contracting, Inc.
COURIER	3,037,870			National Distribution & Contracting, Inc.
ENTRA-SAFE	2,818,403			National Distribution & Contracting, Inc.
LANOFRESH	1,670,958			National Distribution & Contracting, Inc.
LITE TEX	1,645,094			National Distribution & Contracting, Inc.
MED-CHAIN LOGISTICS	3,163,780			National Distribution & Contracting, Inc.
PRO ADVANTAGE	3,020,616 3,267,169			National Distribution & Contracting, Inc.
PRO ADVANTAGE BY NDC	3,590,510 3,664,816 3,590,514 3,597,780 77/515,660 (Serial No.) 77/515,802 (Serial No.)			National Distribution & Contracting, Inc.
Q <design> (Quala inside large letter Q)	2,143,039			National Distribution & Contracting, Inc.

QUALA	2,198,713 3,657,682 3,657,707 3,657,708 3,657,709 3,663,277 77/650,897 (Serial No.)			National Distribution & Contracting, Inc.
STARLINE	2,214,623 2,245,642			National Distribution & Contracting, Inc.
STARLINE & Design	2,142,027			National Distribution & Contracting, Inc.

PATENT REGISTRATIONS

Application or Patent No.	Country	Issue or Filing Date	Expiration Date	Title	Owner
Reg. No. 6,921,548	USA	Issued July 26, 2005		"Acidified Nutritional Shelf Stable Product Processes"	National Distribution & Contracting, Inc.
Reg. No. 7,258,301	USA	Issued October 23, 2007		"Method for Producing Nutritionally Balanced Food Compositions"	National Distribution & Contracting, Inc.

SCHEDULE - 1

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TRADEMARK
REEL: 004203 FRAME: 0202

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Tennessee : SS
COUNTY OF Davidson :

On this 30 day of April, 2010 before me personally appeared J. Scott Craigshead to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of **NATIONAL DISTRIBUTION & CONTRACTING, INC.**, a Delaware corporation, **ABCO DEALERS, INC.**, a Delaware corporation, and **MED-CHAIN LOGISTICS, INC.**, a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Melissa S Smith
Notary Public
My Commission Expires:



**My Commission Expires
March 7, 2011**

[SIGNATURE PAGE TO ACKNOWLEDGMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT]