

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
MTS Medication Technologies, Inc.		06/15/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GCI Capital Markets LLC, as Administrative Agent
Street Address:	c/o Golub Capital Incorporated, 551 Madison Avenue, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2789198	ONDEMAND
Registration Number:	3145962	MTS MEDICATION TECHNOLOGIES
Registration Number:	3187124	MEDLOCKER
Registration Number:	3399834	MEDTIMES
Registration Number:	3410673	ACCUFLEX
Registration Number:	3438258	INNOVATIONS FOR HEALTH.
Registration Number:	3765496	CENTRAFILL
Serial Number:	85044817	MEDTRAK
Registration Number:	3684336	RXMAP
Serial Number:	85124823	MTS MEDICATION TECHNOLOGIES - AUSTRALIA -

CORRESPONDENCE DATA

Fax Number: (312)902-1061
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312.577.8034

900194590

**TRADEMARK
 REEL: 004564 FRAME: 0048**

CH \$265.00 2789198

Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-43
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	06/17/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 15, 2011, is between **MTS MEDICATION TECHNOLOGIES, INC.**, a Delaware corporation (the "Grantor"), in favor of **GCI CAPITAL MARKETS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (4) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and

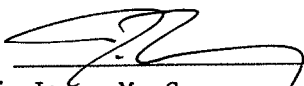
Trademark registrations referred to in **Schedule 1** annexed hereto, and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**MTS MEDICATION TECHNOLOGIES,
INC.**, a Delaware corporation

By: 
Name: James M. Conroy
Title: Vice President of Finance

Acknowledged:

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company,
as Administrative Agent

By: 

Name: Gregory W. Cashman

Title: Chief Investment Officer

Schedule 1 to Trademark Security Agreement

MTS MEDICATION TECHNOLOGIES, INC.

REGISTERED TRADEMARKS

Trademark Name	Serial Number	Application Date	Registration Number	Registration Date
OnDemand	76/159,363	11/03/00	2,789,198	12/02/03
MTS Medication Technologies (Logo and Name)	76/587,981	04/20/04	3,145,962	09/19/06
MedLocker	78/813,657	02/13/06	3,187,124	12/19/06
MedTimes	78/813,666	02/16/06	3,399,834	03/18/08
AccuFlex	78/813,706	02/14/06	3,410,673	04/08/08
Innovations for Health w/design)	78/912,360	06/20/06	3,438,258	05/27/08
CentraFill	78/813,680	02/15/06	3,765,496	03/23/10
MedTrak	85,044,817	05/21/10		
RxMap	77/598,007	10/22/08	3,684,336	09/15/09
RxMap (Canada)	1439574	05/28/09	TMA771,778	7/13/2010
MTS Medication Technologies Australia (Logo)	85/124,823	07/28/10		
The marks below are registered German trademarks.				
Easy Blist (EzyBlist?)		01/23/08	302,008,004,223	04/08/08
Isi Blist		01/23/08	3,020,080,042,249	04/08/08
easyblist			981850	07/16/08

COMMON LAW MARKS
MTS-300™
MTS-350™
MTS-400™

MTS-500™
Atutobond™
Gemini™
Econobond™
Supersealer™
SelectSeal™
7-Day Multi-Pack™
Flex-Pack™
MedCycle-7™
Plus-Pak™
E-Kit™
Sureseal™
Innovation for Pharmacies™
Opti-Pak™
Surebond™
Express™
ExpressII™
Excell™
Sureseal™
Pharmacy Innvoation for Better Health™
Autogen™
EasyMed™
EasySeal™