

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Lien Termination and Release of Security Interest in Pledged Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		03/18/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	RGH Enterprises, Inc.
<b>Street Address:</b>	1810 Summit Commerce Park
<b>City:</b>	Twinburg
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44087
<b>Entity Type:</b>	CORPORATION: OHIO

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1775606	EDGEPAK
Registration Number:	2745852	EDGEPAK
Registration Number:	2546761	INDEPENDENCE MEDICAL
Registration Number:	2522296	INDEPENDENCE
Registration Number:	3355868	WHAT YOU NEED, WHEN YOU NEED IT
Registration Number:	3317147	RELIAMED
Registration Number:	3176139	RELIAMED
Registration Number:	2522311	IM
Registration Number:	3355870	EDGEPAK MEDICAL SUPPLIES
Registration Number:	3861751	MEDCONNECT
Registration Number:	3973699	

**CORRESPONDENCE DATA**

Fax Number: 2129096836

CH \$290.00 1775606

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-909-6000  
Email: trademarks@debevoise.com  
Correspondent Name: Steven Keslowitz, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 2: Debevoise & Plimpton LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	24054-1902
NAME OF SUBMITTER:	Steven Keslowitz
Signature:	/Steven Keslowitz/
Date:	03/18/2013

**Total Attachments: 5**

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**FIRST LIEN TERMINATION AND RELEASE OF  
SECURITY INTEREST IN PLEDGED TRADEMARKS**

FIRST LIEN TERMINATION AND RELEASE OF SECURITY INTEREST IN PLEDGED TRADEMARKS (this "Termination and Release"), dated as of March 18, 2013, from Morgan Stanley Senior Funding, Inc., as Collateral Agent under the Credit Agreement, dated as of October 24, 2012 (together with all exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), AssuraMed Holding, Inc. (and any successor in interest thereto, the "Borrower"), the several banks and other financial institutions from time to time party thereto (the "Lenders"), Morgan Stanley Senior Funding, Inc., as administrative agent and as collateral agent (in such capacity, the "Collateral Agent") for the Lenders, and the other parties thereto, to RGH Enterprises, Inc. (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement.

**WITNESSETH:**

WHEREAS, pursuant to that certain First Lien Guarantee and Collateral Agreement, dated as of October 24, 2012 (the "First Lien Collateral Agreement"), made by the Grantor in favor of the Collateral Agent, a security interest (the "Security Interest") was granted by the Grantor to the Collateral Agent in certain Pledged Trademarks (as hereinafter defined);

WHEREAS, pursuant to the First Lien Collateral Agreement, the First Lien Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of October 24, 2012 (the "First Lien Notice and Confirmation of Grant of Security Interest in Trademarks"), was recorded in the Trademark Division of the United States Patent and Trademark Office on October 24, 2012 at Reel 4887, Frame 0780; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Pledged Trademarks pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Pledged Trademarks: The term "Pledged Trademarks," as used herein, shall mean (a) all of the Grantor's present and future right, title and interest in and to all of the Grantor's United States Pledged Trademarks, trade names, corporate names,

company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, whether registered or unregistered and all agreements, whether written or oral, providing for the grant by or to the Grantor of any right under the foregoing, including, but not limited to, the United States trademark registrations and applications listed on Schedule I attached hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing, (b) the right to sue or otherwise recover for any past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (d) all other rights of the Grantor corresponding to any of the foregoing throughout the world.

2. Release of Security Interest: The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Collateral Agent in such Pledged Trademarks shall hereby cease and become void.

3. Further Assurances: The Collateral Agent shall, at the Grantor's sole cost and expense and at the Grantor's reasonable request, execute, acknowledge and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

4. Governing Law. This Termination and Release shall be governed by and construed in accordance with the federal laws of the United States with respect to matters related to Pledged Trademarks and by the laws of the State of New York without giving effect to the conflict of laws principles thereof for all other matters.

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Very truly yours,

**MORGAN STANLEY SENIOR FUNDING,  
INC.,**  
as Administrative Agent and Collateral Agent

By: 

Name: Stephen B. King

Title: VP

[Signature Page to First Lien Payoff Letter]

**TRADEMARK**  
**REEL: 004984 FRAME: 0422**

SCHEDULE I

TRADEMARKS

<b>Trademark</b>	<b>Application no.</b>	<b>Registration no.</b>	<b>Status</b>
EDGE PARK	74/323,090	1,775,606	REGISTERED
EDGE PARK AND DESIGN	76/195,269	2,745,852	REGISTERED
INDEPENDENCE MEDICAL	76/185,618	2,546,761	REGISTERED
INDEPENDENCE	76/184,327	2,522,296	REGISTERED
WHAT YOU NEED, WHEN YOU NEED IT	77/150,705	3,355,868	REGISTERED
RELIAMED AND DESIGN	78/581,591	3,317,147	REGISTERED
RELIAMED	78/581,575	3,176,139	REGISTERED
IM AND DESIGN	76/195,199	2,522,311	REGISTERED
EDGE PARK MEDICAL SUPPLIES	77/150,744	3,355,870	REGISTERED
MEDCONNECT	77/761,508	3,861,751	REGISTERED
SPIRAL DESIGN	85/144,937	3,973,699	REGISTERED

TRADE NAMES / FICTITIOUS NAMES

<b>State</b>	<b>Trade Name</b>	<b>Fictitious Name</b>	<b>Type</b>	<b>Owner</b>
Ohio	Edgepark Medical Supplies		Registered Trade Name	RGH Enterprises, Inc.
Illinois		Edgepark Medical Supplies, Inc.	Foreign Corporation / Fictitious Name	RGH Enterprises, Inc.
California		Edgepark Medical Supplies, HHI Enterprises, Inc.		Known in California as: RGH Enterprises, Inc. which will do business in California as HHI Enterprises, Inc.

State	Trade Name	Fictitious Name	Type	Owner
Florida		Edgepark Medical Supplies	Fictitious Name	RGH Bonefish Company (RGH Enterprises, Inc. in Ohio)
New York		Edgepark Medical Supplies, Inc.	Foreign Corporation / Fictitious Name	RGH Enterprises, Inc.
Texas		Edgepark Medical Supplies, Inc.	Foreign Corporation / Fictitious Name	RGH Enterprises, Inc.
Texas		Edgepark Medical Supplies, Inc.	Fictitious Name	RGH Enterprises
Washington DC	Edgepark Medical Supplies		Basic Business License through Dept. of Consumer and Regulatory Affairs	RGH Enterprises, Inc.
North Carolina		HHI Enterprises, Inc.	Fictitious Name	RGH Enterprises, Inc.

TRADEMARK LICENSES

**None.**