

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CCS Medical, Inc.		01/15/2015	CORPORATION: DELAWARE
MedShip Direct, Inc.		01/15/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities		
Street Address:	110 East 59th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3574790	CCS MEDICAL	
Registration Number:	4050892	CCS MEDICAL	
Registration Number:	4050891	CCS MEDICAL	
Registration Number:	3682459	CITIZENS MEDICAL	
Registration Number:	3881329	LET'S COUNT CARBS	
Registration Number:	3585454	PIMS	
Registration Number:	3683719	REVOLUTION	
Registration Number:	3585453	SANVITA	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Kim Walker c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	122705/00001KW		

CH \$215.00 3574790

NAME OF SUBMITTER:	Kim A.Walker
SIGNATURE:	/kaw-907/
DATE SIGNED:	01/16/2015
Total Attachments: 5 source=EXECUTED CCS_ Trademark Security Agreement (2)#page1.tif source=EXECUTED CCS_ Trademark Security Agreement (2)#page2.tif source=EXECUTED CCS_ Trademark Security Agreement (2)#page3.tif source=EXECUTED CCS_ Trademark Security Agreement (2)#page4.tif source=EXECUTED CCS_ Trademark Security Agreement (2)#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of January 15, 2015, by CCS Medical, Inc., a Delaware corporation and MedShip Direct, Inc., a Georgia corporation, (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of Cantor Fitzgerald Securities, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Bridge Guarantee and Collateral Agreement of even date herewith (the “Guarantee and Collateral Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Loan Document Obligations and termination of the Guarantee and Collateral Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

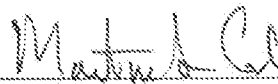
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]


IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CCS MEDICAL, INC.

By: 
Name: Martin L. Cohen
Title: President and Chief Executive Officer
and Assistant Secretary

MEDSHIP DIRECT, INC.

By: 
Name: Martin L. Cohen
Title: President and Chief Executive Officer
and Assistant Secretary

Accepted and Agreed:

CANTOR FITZGERALD SECURITIES,

as Administrative Agent





By: _____

Name: James Bond
Title: Chief Operating Officer



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
CCS Medical, Inc.	3,574,790	CCS MEDICAL & Design 
CCS Medical, Inc.	4,050,892	CCS MEDICAL & Design 
CCS Medical, Inc.	4,050,891	CCS MEDICAL & Design 
CCS Medical, Inc.	3,682,459	CITIZENS MEDICAL
CCS Medical, Inc.	3,881,329	LET'S COUNT CARBS
CCS Medical, Inc.	3,585,068	PIMS
CCS Medical, Inc.	3,683,719	REVOLUTION & Design 
CCS Medical, Inc.	3,585,453	SANVITA

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
MedShip Direct, Inc.	85/952,378	MEDSHIP DIRECT