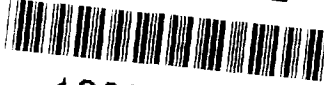


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05-16-2002



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Resubm  
2.7.02

Form PTO-159  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 8-3101  
Physician Sales & Service, Inc.  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other 5-10-02  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Bank of America, N.A., as Agent  
Internal  
Address: NC1-001-15-11  
Street Address: 101 North Tryon Street  
City: Charlotte State: NC Zip: 28255  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other national association  
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)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance: Correction of Trademark  
Filing # 101599695A filed on 1-30-01  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other corrective assignment to change  
"Assignment" to "Security Agreement"  
Execution Date: 12-28-00

4. Application number(s) or registration number(s):  
A. Trademark Application No. (s)  
B. Trademark Registration No. (s)  
1,236,158  
Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Angie Cancino  
Internal Address \_\_\_\_\_  
Street Address: 100 N. Tryon Street  
Suite 2700  
City: Charlotte State: NC Zip: 28202

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
Ingrid O. McClintock      Ingrid O. McClintock      August 31, 2001  
Name of Person Signing      Signature      Date

05/15/2002 DBYRNE 00000180 1236158  
01 FC:481

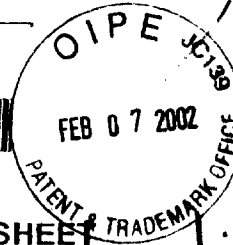
Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01-30-2001

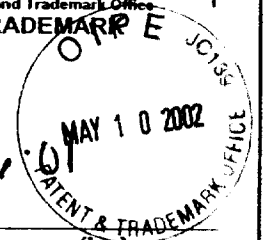


101599695



U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK



RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002507 FRAME: 0096

ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PHYSICIAN SALES & SERVICE, INC., a Florida corporation (the "Assignor"), having its chief executive office at 4345 Southpoint Boulevard, Jacksonville, Florida 32216, hereby assigns and grants to BANK OF AMERICA, N.A., as Agent (in such capacity, the "Agent"), with offices at NC1-001-15-11, 101 North Tryon Street, Charlotte, North Carolina 28255-0001, a security interest in (all of which are herein collectively referred to as the "PTO Collateral") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all of the Assignor's right, title and interest in and to the United States patents set forth on Schedule B attached hereto (the "Patents"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Pledge and Security Agreement, dated as of February 11, 1999, among the Assignor, the Agent and the other parties thereto (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the PTO Collateral acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Agent for the benefit of the Secured Parties under the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

28<sup>th</sup> IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day of December, 2000.

PHYSICIAN SALES & SERVICE, INC., as Assignor

By: [Signature]  
Name: David D. Klarner  
Title: Vice President and Secretary

STATE OF North Carolina  
County of Mecklenburg

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of December, 2000 by DAVID D. KLARNER as Vice President and Secretary of Physician Sales & Service, Inc., a Florida corporation, on behalf of the corporation.

My commission expires:

Notarial Seal

Yvonne Tripp, Notary Public  
Mecklenburg County, North Carolina  
My Commission Expires 4/7/2003

[Signature]  
Notary Public

BANK OF AMERICA, N.A.,  
as Agent

By: [Signature]  
Name:  
Title:

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
1,236,158	U.S.A.	May 3, 1983	G & Design