

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
CAPSA Solutions LLC		11/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
IRSG Holdings, LLC		11/30/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company, as Administrative Agent
Street Address:	70 West Madison Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	Banking Corporation: ILLINOIS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77443581	MMI MED CARTS
Serial Number:	78170265	ERGO-SMART
Registration Number:	1330748	ARTROMICK
Registration Number:	1235267	ARTROMICK
Registration Number:	1618757	ARTROPAK
Registration Number:	2302079	AUTO GO
Registration Number:	3016873	AVALO
Registration Number:	1234645	LOOSPAK
Registration Number:	1234646	MAX 7
Registration Number:	1826378	SLIDEPAK 7

CORRESPONDENCE DATA

CH \$265.00 77443581

Fax Number: (312)609-5005
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Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40180.00.0011
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	12/08/2009

Total Attachments: 11
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**AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY
AGREEMENT**

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of November, 2009 by CAPSA SOLUTIONS LLC (f/k/a International Retail Services Group, LLC), a Delaware limited liability company ("Company") and IRSG Holdings, LLC, a Delaware limited liability company ("Holdings"; and together with Company, individually and collectively, the Grantors") in favor of The PrivateBank and Trust Company, as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, each Grantor and/or its affiliates have entered into a certain Amended and Restated Credit Agreement dated as of even date hereof (as the same may be further amended or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantors by the Lenders; and

WHEREAS, each Grantor has entered into a certain Guaranty and Collateral Agreement dated as of April 25, 2008 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which each Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, the Patent and Trademark Security Agreement dated as of April 25, 2008 (as amended, restated or otherwise modified, as of the date hereof, the "Original Security Agreement").

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the 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 patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by each Grantor under the Credit Agreement and the Guaranty and Collateral Agreement; and

WHEREAS, the Grantors and the Administrative Agent desire to amend and restate the Original Security 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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guaranty and Collateral Agreement and the Original Security Agreement of, a continuing security interest in each 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 and trademark application owned by such Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license.

(iv) each patent and patent application owned by such Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which such Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

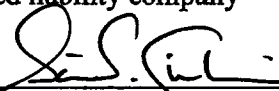
(Signature Page Follows)

(Signature Page to Amended and Restated Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

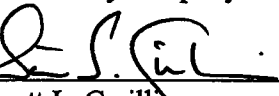
GRANTORS:

IRSG HOLDINGS, LLC, a Delaware limited liability company

By: 

Scott L. Gwilliam
Vice President

CAPSA SOLUTIONS LLC, a Delaware limited liability company


By: 

Scott L. Gwilliam
Vice President

(Signature Page to Amended and Restated Patent and Trademark Security Agreement)

Acknowledged:

**THE PRIVATEBANK AND TRUST
COMPANY**

By: 

Marcus D. Montanye
Managing Director

CHICAGO/#1999757





TRADEMARK
REEL: 004109 FRAME: 0628

SCHEDULE 1

INTERNATIONAL RETAIL SERVICES GROUP, LLC TRADEMARK
REGISTRATIONS AND TRADEMARK APPLICATIONS


Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
MMI MED CARTS	77/443,581		April 9, 2008	
ERGO-SMART	78/170,265	2,747,403	October 2, 2002	August 5, 2003

CAPSA SOLUTIONS LLC U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
ARTROMICK and Design 	1330748	4/16/1985
ARTROMICK and Design 	1235267	4/19/1983
ARTROPAK	1618757	10/23/1990
AUTOGO	2302079	12/21/1999
AVALO	3016873	11/22/2005
LOOSPAK and Design 	1234645	4/12/1983
MAX7 and Design 	1234646	4/12/1983
SLIDEPAK 7	1826378	3/15/1994

SCHEDULE 1 (CONTINUED)

CAPSA SOLUTIONS LLC FOREIGN TRADEMARK REGISTRATION

Mark	Registration No.	Registration Date	Country
ARTROMICK and Design 	TMA278932	4/22/1983	Canada

SCHEDULE 2

PATENTS

INTERNATIONAL RETAIL SERVICES GROUP, LLC PATENTS AND PATENT APPLICATIONS

Title	Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application
Hanger collection bar support	D553,476	D/225,692	October 23, 2007	March 17, 2005
Set of support legs	D549,494	D/275,474	August 28, 2007	December 27, 2006
Garment hanger caddy	4,887,727	07/245,764	September 16, 1988	December 19, 1989
Hanger caddy transporter with restraining devices	5,076,446	07/365,905	December 31, 1991	June 4, 1989
Hang rail	5,092,473	07/701,192	March 3, 1992	May 16, 1991
End cap for hanger caddy	5,251,767	07/800,548	October 12, 1993	November 27, 1991
Apparatus for retaining hangers	5,509,542	08/377,444	April 23, 1996	January 24, 1995
Directional control caster assembly	5,745,951	08/606,420	May 5, 1998	February 23, 1996
Apparatus for securely retaining a plurality of garment hangers	6,223,915	09/251,114	May 1, 2001	February 16, 1999
Freestanding self-propelled device for moving objects	6,938,711	10/703,056	September 6, 2005	November 6, 2003
Disinfecting and storage apparatus for a trans-esophageal probe	7,118,533	10/249,762	October 10, 2006	May 6, 2003
Adjustable leg system	[Pending]	10/406,629	[Pending]	October 7, 2004

SCHEDULE 2 (CONTINUED)

CAPSA SOLUTIONS LLC U.S. PATENTS

Title	Patent No. Issue Date	Pub. No./ Pub. Date	Applic. No./ Filing Date
MEDICAL CARE ADMINISTRATION SYSTEM AND METHOD		20080010089 1/10/2008	11/788603 04/20/2007
IMAGE PROCESSING APPARATUS AND METHOD AND IMAGE PICKUP APPARATUS	7511730 3/31/2009		10362792 11/10/2003
CART LOCKING DEVICE	7152441 12/26/2006		10798634 3/11/2004
MODULAR DRAWER SYSTEM	7044569 5/16/2006		09571021 5/15/2000
CART LOCKING DEVICE	6746091 6/8/2004		10001828 12/5/2001
MODULAR DRAWER SYSTEM	6378963 4/30/2002		08743619 11/4/1996
MEDICATION DISPENSING SPOOL	D434507 11/28/2000		29087369 5/1/1998
APPARATUS FOR PROVIDING SELF- PROPELLED MOTION TO MEDICATION CARTS	6098732 8/8/2000		09386790 8/31/1999
MEDICATION DISPENSER	6085936 7/11/2000		09315548 5/20/1999
MEDICINE UNIT DOSE DISPENSING SYSTEM AND METHOD	6082544 7/4/2000		09241170 2/1/1999
APPARTUS FOR PROVIDING SELF- PROPELLED MOTION TO MEDICATION CARTS	6000486 12/14/1999		08844376 4/18/1997
DRAWER SYSTEM CORNER TRIM	D406970 3/23/1999		29062380 11/4/1996
DRAWER PULL	D403570		29062382

Title	Patent No. Issue Date	Pub. No./ Pub. Date	Applic. No./ Filing Date
	1/5/1999		11/4/1996
CART FOR MEDICATION	5743607 4/28/1998		08476064 6/7/1995
PATIENT MEDICATION DISPENSING AND ASSOCIATE RECORD KEEPING SYSTEM	RE35743 3/17/1998		08609730 3/1/1996
MEDICATION CONTROL AND DISPENSING PACKAGE ASSEMBLY	5579941 12/3/1996		08306576 9/15/1994
SEMI-AUTOMATED MEDICATION DISPENSER	5571258 11/5/1996		08502118 7/13/1995
SEMI-AUTOMATED MEDICATION DISPENSER	5562232 10/8/1996		08598574 2/12/1996
SEMI-AUTOMATED MEDICATION DISPENSER	5490610 2/13/1996		08421456 4/13/1995
UNIT-DOSE MEDICATION DISPENSER AND MULTIPLE-DISPENSER FRAME THEREFOR	5489025 2/6/1996		08203554 3/1/1994
EXCHANGEABLE UNIT DOSE MEDICAMENT DOSING SYSTEM AND METHOD	5377839 1/3/1995		08096929 7/23/1993
MEDICATION DISPENSING CONTAINER	5356011 10/18/1994		08035085 3/22/1993
VERTICALLY ADJUSTABLE EXTENSION DRAWERS	5322365 6/21/1994		08063259 5/18/1993
PATIENT MEDICATION DISPENSING AND ASSOCIATED RECORD	5292029 3/8/1994		07751916 8/29/1991
CART FOR MEDICATION	5282678 2/1/1994		07843520 2/28/1992
STACKABLE DRAWER	5281070		07779939

Title	Patent No. Issue Date	Pub. No./ Pub. Date	Applic. No./ Filing Date
SYSTEM	1/25/1994		10/21/1991
CART FOR MEDICATION	5259668 11/9/1993		07662750 3/1/1991
MULTIPLE-BIN TRAY ASSEMBLY FOR A MEDICAL DISPENSING CASSETTE	5139321 8/18/1992		07643460 1/8/1991
UNIT-DOSE MEDICATION HANDLING AND DISPENSING SYSTEM	5109984 5/5/1992		07542269 6/22/1990
UNIT-DOSE MEDICATION HANDLING AND DISPENSING SYSTEM WITH SIGNALLING TABS AND FLAP	5082113 1/21/1992		07518741 5/2/1990

CAPSA SOLUTIONS LLC FOREIGN PATENTS

Title	Country	Patent No. Issue Date	Applic. No./ Filing Date
CART FOR MEDICATION	Canada	2062045 4/10/2001	2062045 2/28/1992
CART FOR MEDICATION	Canada	2088842 6/23/1998	2088842 2/4/1993
MEDICAL CARE ADMINISTRATION SYSTEM AND METHOD	PCT		2007US9600 4/20/2007
PATIENT MEDICATION DISPENSING AND ASSOCIATED RECORD	PCT		1995US2639 3/3/1995

SCHEDULE 3

COPYRIGHTS

CAPSA SOLUTIONS LLC REGISTERED COPYRIGHTS

Reg. No./Date	Title
TX1290101 2/16/1984	Vischart physician's order sheet
TX1290100 2/16/1984	Vischart medication administration record
TX1290099 2/16/1984	Vischart treatment record
211670 1971	Pharmacard