

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golden State Medical Supply, Inc.		04/24/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ally Bank, as collateral agent		
Street Address:	1185 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	chartered bank: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2174998	GSMS, INC.	
Registration Number:	3839980	GSMS INCORPORATED	
Registration Number:	3915258	SAFETY LABEL	
Registration Number:	3924522	GSMS COLORMAP	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	31656.00.0093		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		
DATE SIGNED:	05/22/2015		
Total Attachments: 6			
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**Grant of Security Interest
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Golden State Medical Supply, Inc., a California corporation (the “Grantor”), having its chief executive office at 5187 Camino Ruiz, Camarillo, California 93012 hereby grants to Ally Bank, as Collateral Agent (the “Grantee”), with offices at 1185 Avenue of the Americas, New York, New York 10036, a security interest in all of the 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 “Patent and Trademark Collateral”), whether presently existing or hereafter arising or acquired which includes the Grantor’s rights to:

- (i) each United States patent and patent application, including each U.S. patent and patent application referred to on Schedule A hereto;
- (ii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each U.S. trademark, trademark registration and trademark application referred to in Schedule B hereto; and
- (iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark, including any Patent or Trademark listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark;

provided, however, that the Patent and Trademark Collateral shall not include and no Security Interest shall be deemed granted in any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or (c) in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a “Statement of Use” or “Amendment to Allege Use” is filed, has been deemed in conformance with 15 U.S.C. § 1051(a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of April 24, 2015, as amended, restated, supplemented or otherwise modified from time to time (the “Security Agreement”). The rights and remedies of the Grantee 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 provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Patent and Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

THE GRANTOR authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent and Trademark Security Agreement.

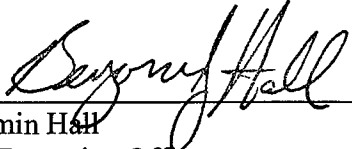
*(Signature Page to Grant of Security Interest
in United States Patents and Trademarks)*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

**GOLDEN STATE MEDICAL SUPPLY,
INC.**, a California corporation


By: _____


Benjamin Hall
Chief Executive Officer

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in United States Patents and Trademarks)*

Agreed and Accepted:

ALLY BANK, as Collateral Agent and
Grantee

By: 

Mitchell Gruesen
Vice President

**Schedule A
to Patent and Trademark Security Agreement**

Patents and Patent Applications

None.

**Schedule B
to Patent and Trademark Security Agreement**

Trademarks

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
2,174,998	United States of America	July 21, 1998	GSMS, INC.
3,839,980	United States of America	August 31, 2010	GSMS INCORPORATED and Design
3,915,258	United States of America	February 1, 2011	SAFETY LABEL
3,924,522	United States of America	March 1, 2011	GSMS COLORMAP
112864	California, United States of America	August 13, 2007	GSMS (Stylized)
63822	California, United States of America	August 13, 2007	GSMS (Stylized)

Trade Applications

None.