

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342939

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
APPLIED MEDICAL RESOURCES CORPORATION		05/29/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	3950 REGENT BLVD.		
<b>City:</b>	IRVING		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75063-2244		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4362378	SIMSEI	
<b>Serial Number:</b>	85958167		
<b>Serial Number:</b>	86100892	VOYANT	
<b>Serial Number:</b>	86542586	ALEXIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2001 Ross Avenue, Suite 3600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	60873-50070		
<b>NAME OF SUBMITTER:</b>	DUSAN CLARK		
<b>SIGNATURE:</b>	/DUSAN CLARK/		
<b>DATE SIGNED:</b>	06/01/2015		

CH \$115.00 4362378

**Total Attachments: 5**

source=AMR Trademark Security Agreement (executed)#page1.tif

source=AMR Trademark Security Agreement (executed)#page2.tif

source=AMR Trademark Security Agreement (executed)#page3.tif

source=AMR Trademark Security Agreement (executed)#page4.tif

source=AMR Trademark Security Agreement (executed)#page5.tif

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of May 29, 2015 (this "Agreement"), between APPLIED MEDICAL RESOURCES CORPORATION, a California corporation (the "Assignor"), in favor of Citibank, N.A. (the "Assignee"), as administrative agent for various financial institutions (collectively, the "Lenders") providing financing for the Assignor.

### W I T N E S S E T H

**WHEREAS**, the Assignor holds all right, title and interest in and to the trademarks, trademark applications and trademark licenses listed on Annex I attached hereto, which trademarks, trademark applications and trademark licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the "Scheduled Trademarks");

**WHEREAS**, the Assignor and Applied Medical Distribution Corporation have entered into a Security Agreement, dated as of May 29, 2015 (the "Security Agreement"), in favor of the Assignee, for its benefit and the benefit of the Lenders and other secured parties (collectively, the "Secured Parties");

**WHEREAS**, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, internet domain names, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Annex I attached hereto (as such Annex may be amended or supplemented from time to time); (b) all Trademark licenses, including each Trademark license referred to in Item B of Annex I attached hereto (as such Annex may be amended or supplemented from time to time); (c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) above; (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) above; and (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Assignor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Annex I attached hereto (as such Annex may be amended or supplemented from time to time), or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license (collectively, the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agrees as follows:

(a) The Assignor does hereby pledge and collaterally assign unto the Assignee and grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure, for the benefit of the Secured Parties, the prompt payment and performance of the Secured Obligations.

(b) The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

(c) This Agreement may not be amended, restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignor may modify this Agreement (after obtaining the Assignee's approval) by amending Annex I attached hereto to include reference to any right, title or interest of the Assignor in any additional Trademarks or to delete any reference to any Scheduled Trademarks in which the Assignor no longer has any right, title or interest.

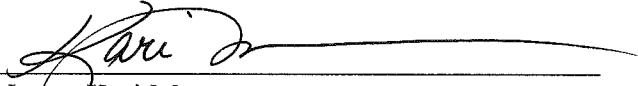
(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(e) This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

APPLIED MEDICAL RESOURCES  
CORPORATION, as Assignor

By:   
Name: Kari Moore  
Title: Chief Accounting Officer

CITIBANK, N.A., as Assignee

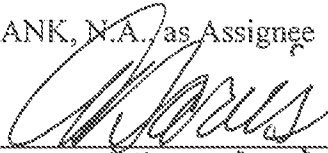
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

APPLIED MEDICAL RESOURCES  
CORPORATION, as Assignor

By: \_\_\_\_\_  
Name:  
Title:

CITIBANK, N.A. as Assignee

By:  \_\_\_\_\_  
Name: *Alison Davis*  
Title: *Senior Vice President*

Annex I

Item A

Registered Trademarks

Owner	Country	Mark Type	Trademark Name	Serial No.	Filing Date	Trademark Status
AMR	US	Trademark	SIMSEI	4,362,378	25-Jun-12	Registered

Pending Trademark Applications

Owner	Country	Mark Type	Trademark Name	App.No.	Filing Date	Trademark Status
AMR	US	Trademark	ALEXIS (logo)	85/958,167	12-Jun-13	Pending
AMR	US	Trademark	VOYANT (stylized)	86/100,892	24-Oct-13	Pending
AMR	US	Trademark	ALEXIS (text only)	86/542,586	23-Feb-15	Pending

Item B

Licenses