

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351077

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	REAFFIRMATION OF AND FIRST AMENDMENT TO SECOND AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAPSA SOLUTIONS LLC	FORMERLY INTERNATIONAL RETAIL SERVICES GROUP, LLC	08/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
CAPSA INTERNATIONAL SALES CORPORATION		08/06/2015	CORPORATION: DELAWARE
IRSG HOLDINGS, LLC		08/06/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	THE PRIVATEBANK AND TRUST COMPANY, as administrative agent
Street Address:	120 SOUTH LASALLE ST.
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	BANKING CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3016873	AVALO
Registration Number:	1330748	ARTROMICK
Registration Number:	1235267	ARTROMICK
Registration Number:	1618757	ARTROPAK
Registration Number:	1826378	SLIDEPAK 7
Registration Number:	2747403	ERGO-SMART
Registration Number:	4026515	CAPSASOLUTIONS
Registration Number:	4026516	C
Serial Number:	85908293	FILLSAFE
Registration Number:	3215682	KIRBY LESTER
Registration Number:	3215683	KIRBYLESTER
Registration Number:	3244434	KIRBYLESTER EXACTLY.
Registration Number:	3213325	KL

CH \$340.00 3016873

CORRESPONDENCE DATA**Fax Number:** 3126095005*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.***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:** 40180000086**NAME OF SUBMITTER:** Holly Miller**SIGNATURE:** /Holly Miller/**DATE SIGNED:** 08/11/2015**Total Attachments: 12**

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REAFFIRMATION OF AND FIRST AMENDMENT TO SECOND AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

THIS REAFFIRMATION OF AND FIRST AMENDMENT TO SECOND AMENDED AND RESTATED PATENT AND TRADEMARK AGREEMENT (this "Amendment") is entered into as of the 6th day of August, 2015 by **CAPSA SOLUTIONS LLC** (f/k/a International Retail Services Group, LLC), a Delaware limited liability company, **CAPSA INTERNATIONAL SALES CORPORATION**, a Delaware corporation, and **IRSG HOLDINGS, LLC**, a Delaware limited liability company (individually and collectively, the "Grantors"), in favor of **THE PRIVATEBANK AND TRUST COMPANY**, as Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, the Grantors previously entered into that certain Second Amended and Restated Credit Agreement dated as of July 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which the Lenders have made certain extension of credit to the Grantors;

WHEREAS, in connection with the Credit Agreement, the Grantors entered into a Second Amended and Restated Patent and Trademark Security Agreement dated as of July 1, 2014 (as amended, the "Agreement"), pursuant to which the Grantors granted to Administrative Agent, for its benefit and the benefit of the Lenders, a continuing security interest in the Grantors' patents and trademarks;

WHEREAS, the Grantors filed an application for the registration of certain additional patents and trademarks; and

WHEREAS, the Grantors have requested that Administrative Agent and Lenders amend the Agreement in accordance with this Amendment.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledge, each Grantor agrees as follows:

1. Incorporation of the Agreement. The 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 Agreement. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth in Section 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendments of the Agreement. Schedule I of the Agreement is hereby amended and restated with Schedule I attached hereto. Schedule II of the Agreement is hereby amended and restated with Schedule II attached hereto.

3. Acknowledgment and Reaffirmation of the Validity and Enforceability of the Security Agreement. Pledgor expressly acknowledges and agrees that the Agreement constitutes the legal, valid and binding obligation of Grantors enforceable in accordance with its terms by Administrative Agent against Grantors (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability) and Grantors expressly reaffirm their obligations under the Agreement (as amended by this Amendment). Grantors further expressly acknowledge and agree that Administrative Agent has a valid, duly perfected (to the extent required by the terms of the Guaranty and Collateral Agreement), first priority and enforceable security interest in and lien against all Collateral described therein as security for all Obligations. Grantors agree that they shall not dispute the validity or enforceability of the Agreement or any of the other Loan Documents or any of its respective obligations thereunder, or the validity, priority, enforceability or extent of Administrative Agent's security interest in or lien against any item of the Collateral, in any judicial, administrative or other proceeding.

4. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Execution and delivery by facsimile or electronic transmission shall bind the undersigned.

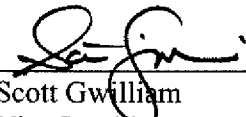
[SIGNATURE PAGE FOLLOWS]

(Signature Page to Reaffirmation of and First Amendment to Second Amended and Restated Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Reaffirmation of and First Amendment to Second Amended and Restated Patent and Trademark Security Agreement as of the date first above written.


GRANTORS:

IRSG HOLDINGS, LLC, a Delaware limited liability company

By: 

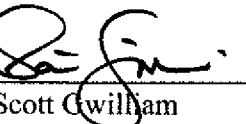
Scott Gwilliam
Vice President

CAPSA INTERNATIONAL SALES CORPORATION, a Delaware corporation

By: 

Scott Gwilliam
Vice President

CAPSA SOLUTIONS LLC, a Delaware limited liability company

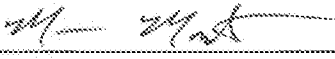
By: 

Scott Gwilliam
Vice President

(Signature Page to Reaffirmation of and First Amendment to Second Amended and Restated Patent and Trademark Security Agreement)








Acknowledged:

**THE PRIVATEBANK AND TRUST
COMPANY**, as Administrative Agent


By: 

Marcus Montanye
Managing Director

SCHEDULE I
TRADEMARKS AND TRADEMARK APPLICATIONS
CAPSA SOLUTIONS, LLC TRADEMARK REGISTRATIONS

Docket Number	Status	Country	Application Number	Application Date	Registration Number	Registration Date	Mark/ Copyright
2491-005	Registered	United States	76/583,837	03/26/2004	3,016,873	11/22/2005	AVALO
2491-010	Registered	Canada	0491789	09/07/1982	TMAA278932	04/22/1983	
2491-011	Registered	United States	73/393,230	09/29/1982	1,330,748	04/16/1985	
2491-012	Registered	United States	73/378,110	08/04/1982	1,235,267	04/19/1983	
2491-013	Registered	United States	74/017,496	01/09/1990	1,618,757	10/23/1990	ARTROPAK
2491-017	Registered	United States	74/378,654	04/14/1993	1,826,378	03/15/1994	SLIDEPAK 7
2491-042	Registered	United States	78/170,265	10/02/2002	2,747,403	08/05/2003	ERGO-SMART
2491-043A	Registered	United States	77/655,721	01/23/2009	4,026,515	09/13/2011	CAPSASOLUTIONS
2491-043B	Registered	Canada	1442587	06/23/2009	TMAA822129	04/13/2012	CAPSASOLUTIONS
2491-043C	Registered	Community Trademark	008372062	06/18/2009	008372062	06/23/2011	CAPSASOLUTIONS
2491-043D	Registered	Australia	1304950	06/18/2009	1304950	02/01/2010	CAPASOLUTIONS
2491-044A	Registered	United States	77/655,722	01/23/2009	4,026,516	09/13/2011	
2491-044B	Registered	Canada	1442590	06/23/2009	TMAA822130	04/13/2012	
2491-044C	Registered	Community Trademark	008372013	06/18/2009	008372013	01/13/2010	
2491-044D	Registered	Australia	1304945	06/18/2009	1304945	02/01/2010	

**CAPSA SOLUTIONS, LLC (as successor by merger to KIRBY LESTER, LLC) U.S.
TRADEMARK REGISTRATIONS**

Trademark	Serial No. / Registration No.	Filed	Registered
FILLSAFE	85/908,293	4/18/2013	N/A
KIRBY LESTER	3,215,682	5/9/2006	3/6/2007
KIRBYLESTER	3,215,683	5/9/2006	3/6/2007
KIRBYLESTER EXACTLY. & Design 	3,244,434	5/12/2006	5/22/2007
KL	3,213,325	5/9/2006	2/27/2007

**CAPSA SOLUTIONS, LLC (as successor by merger to KIRBY LESTER, LLC) FOREIGN
TRADEMARK REGISTRATION**

Trademark	Country	Serial No. / Registration No.	Filed	Registered
KIRBY LESTER	Canada	TMA708382	11/7/2006	2/27/2008
KIRBY LESTER	European Community	5,447,842	11/8/2006	10/29/2007
KIRBYLESTER	Canada	TMA700458	11/7/2006	11/7/2007
KIRBYLESTER	European Community	5,448,139	11/8/2006	10/29/2007
KIRBYLESTER EXACTLY. & Design	Canada	TMA708614	11/7/2006	2/29/2008
KIRBYLESTER EXACTLY. & Design	European Community	5,487,319	11/8/2006	12/7/2007
KL	Canada	TMA701287	11/7/2006	11/21/2007
KL	European Community	5,447,081	11/7/2006	11/5/2007

SCHEDULE II

PATENTS AND PATENT APPLICATIONS

CAPSA SOLUTIONS, LLC PATENTS AND PATENT APPLICATIONS

Bocket Number	Status	Country	Application Number	Application Date	Patent Number	Grant Date	Title
2491-002	Filed	United States	13/029,914	02/17/2011			System and method for managing access to an tracking a plurality of carts
2491-021	Expired	United States	08/476,064	06/07/1995	5,743,607	04/28/1998	Cart for medication
2491-023	Granted	United States	08/063,259	05/18/1993	5,322,365	06/21/1994	Vertically adjustable extension drawers
2491-024	Granted	United States	09/315,548	05/20/1999	6,085,936	07/11/2000	Medication dispenser
2491-025	Granted	United States	08/844,376	04/18/1997	6,000,486	12/14/1999	Apparatus for providing self-propelled motion to medication carts
2491-026	Granted	United States	09/386,790	08/31/1999	6,098,732	08/08/2000	Apparatus for providing self-propelled motion to medication carts
2491-027	Granted	United States	09/241,170	02/01/1999	6,082,544	07/04/2000	Medicine unit dose dispensing system and method
2491-028	Granted	United States	10/001,828	12/05/2001	6,746,091	06/08/2004	Cart locking device
2491-030	Granted	United States	09/571,021	05/15/2000	7,044,569	05/16/2006	Modular drawer system
2491-031	Expired	United States	29/062,382	11/04/1996	D403,570	01/05/1999	Drawer pull
2491-032	Expired	United States	29/062,380	11/04/1996	D406,970	03/23/1999	Drawer system corner trim
2491-033	Expired	United States	29/087,369	05/01/1998	D434,507	11/28/2000	Medication dispensing spool
2491-034	Expired	United States	08/035,085	03/22/1993	5,356,011	10/18/1994	Medication dispensing container
2491-035	Expired	United States	08/306,576	09/15/1994	5,579,941	12/03/1996	Medication control and dispensing package assemblage
2491-036	Expired	United States	08/203,554	03/01/1994	5,489,025	02/06/1996	Unit-dose medication dispenser and multiple-dispenser frame therefor
2491-037	Granted	United States	10/798,634	03/11/2004	7,152,441	12/26/2006	Cart locking device
2491-040B	Filed	United States	14/134,850	12/19/2013			System and method for providing real time control of pharmaceuticals

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CAPSA SOLUTIONS, LLC (as successor by merger to KIRBY LESTER, LLC) PATENTS AND PATENT APPLICATIONS

Title	Patent No./Serial No.	Filed	Issued
Pharmacy Workflow Management System including an Integrated Automatic Table Counter	12/182,669	7/30/2008	N/A
Pharmacy Workflow Management and System including Plural Counters	8,271,128	1/8/2009	9/18/2012
Pharmacy Workflow Management and System including Plural Counters	13/621,322	9/17/2012	N/A
Method and apparatus for optically counting discrete objects -- Covers all KL counters with optical counting	5,768,327	6/13/1996	7/16/1998
Apparatus for feeding, counting and dispensing discrete objects -- Covers KL 15df and KL 16df with vibratory direct fill feature	6,370,215	4/13/2000	4/9/2002
Systems for feeding, counting and dispensing discrete objects Vibratory Dispenser with Removable Tablet Cassette	6,497,339	5/31/2001	12/24/2002
Cassette systems for feeding, counting and dispensing discrete objects-- Vibratory Dispenser with Removable Tablet Cassette	6,554,157	5/31/2001	4/29/2003
Cassette for storing and feeding discrete objects Removable cassette # 1 for vibratory dispenser - type counter	6,578,733	5/31/2001	6/17/2003
Cassettes for systems which feed, count and dispense discrete objects Removable cassette # 2 for vibratory dispenser - type counter	6,659,304	11/16/2001	12/9/2003
Method and system for high-speed discrete object counting and dispensing -- Counted tablet stager accessory	6,684,914	10/11/2001	2/3/2004
Method and system for high-speed discrete object counting and dispensing -- Counted tablet stager accessory	6,899,144	5/6/2003	5/31/2005
Method and system for high-speed tablet counting and dispensing -- Counted tablet stager accessory	6,899,148	6/25/2003	5/31/2005

Title	Patent No./Serial No.	Filed	Issued
Method and system for high-speed tablet counting and dispensing -- Counted tablet stager accessory	7,073,544	5/2/2005	7/11/2006
Method and system for high-speed tablet counting and dispensing -- Counted tablet stager accessory	7,124,791	2/3/2004	10/24/2006
Rotating Multi-Camber Tablet Feeder - Rotating tablet feeder	7,219,703	5/19/2004	5/22/2007
Method and system for high-speed tablet counting and dispensing -- Method of counted tablet staging	7,395,841	10/16/2006	7/8/2008
Method and system for high-speed tablet counting and dispensing -- Method of counted tablet staging	7,383,862	7/6/2006	6/10/2008
Method and system for high-speed discrete object counting and dispensing - Counted tablet stager accessory	7,631,670	6/30/2008	12/15/2009
Cassette Control Including Presence Sensing and Verification	SN 14/155,073	1/14/2014	N/A
Method and System for High-Speed Tablet Counting and Dispensing -- method of counted tablet staging	SN 860596 Publication No. 2008/0011764	9/25/2007	N/A
Method and apparatus for bar code driven drug product verification with equivalency links	SN PCT US2006/012684 Publication No. WO 2006110421	4/5/2006	N/A
Method and apparatus for bar code driven drug product verification with equivalency links. -- Bar code scanning with equivalency links to account for irregular bar codes on product source countainers	SN 103685 Publication No. 2006/0253346	4/12/2005	N/A
Method and apparatus for recognition and counting of discrete objects -- Canadian counterpart of US 5,317,645	CA 2,060,871	2/28/1991	1/12/1999
Counting Objects -- UK counterpart of US 5,317,645	GB 2,253,272	2/14/1992	12/21/1994
Apparatus and method for counting objects European counterpart of US 5,317,645	EP 0 501 639	2/14/1992	N/A
Method and apparatus for the recognition and counting of discrete objects Covers all KL counters with optical counting	5,317,645	2/28/1991	5/31/1994
Methods and apparatus for controlling the feed rate of a discrete object sorter/counter -- KL 25 Vibratory object feeder	5,473,703	5/13/1993	12/5/1995
Feeding parts in lines for counting	GB 2,204,569	4/13/1988	4/13/1996
Parts Sorter	4,901,841	4/13/1987	2/20/1990
Parts Sorter	5,027,938	7/15/1989	7/2/1991
Parts Sorter	CA 1,308,383	4/13/1988	4/7/1996
Relating to counting machines	DE 2,144,719	9/7/1971	3/23/1972
Relating to counting machines	3,789,194	9/8/1971	1/29/1974
Counting Machines	GB 1,358,378	9/2/1971	7/3/1974
Tablet Counter	D337,539	2/28/1991	7/20/1993

Title	Patent No./Serial No.	Filed	Issued
Method and Apparatus for Automatic Capture of Label Information Contained in a Printer Command File and for Automatic Supply of this Information to a Tablet Dispensing/Counting System	SN 10/307,824 Publication No. 2004/0107022	12/2/2002	N/A
Method and System for High-Speed Tablet Counting and Dispensing	SN 11/860,596 Publication No. 2008/0011764	9/25/2007	N/A

CAPSA SOLUTIONS, LLC PATENTS AND PATENT APPLICATIONS ACQUIRED FROM (RUBBERMAID HEALTHCARE)

Case Number	Country	App Status	App Title	App Number	Fil Date	Pub Number	Pub Date	Pat Number	Iss Date
U-03- RM08562	US	Granted	Medical Cart, Medication Module, Height Adjustment Mechanism, and Method of Medication Transport	US 12/193346	8/18/2008	US 2009/0015116	1/15/2009	US 7594668	9/29/2009
U-07- RM07679	US	Granted	MEDICAL CART AND KEYBOARD TRAY	US 12/389716	2/20/2009	US 2009/0212518	8/27/2009	US 8109527	2/7/2012
U-08- RM07752	US	Granted	MEDICAL CART AND DRAWER ASSEMBLY AND LOCK	US 12/389721	2/20/2009	US 2009/0212670	8/27/2009	US 8196939	6/12/2012
U-08- RM07952	US	Granted	WALL WORK STATION (Wall Arm)	US 12/636181	12/11/2009	US 2010/0148647	6/17/2010	US 8905496	12/9/2014
U-10- RM07990	US	Granted	HEIGHT ADJUSTMENT LOCK	US 13/016367	1/28/2011	US 2011/0233350	9/29/2011	US 8567735	10/29/2013
U-03- RM08562	US	Granted	Medical Cart, Medication Module, Height Adjustment Mechanism, and Method of Medication Transport	US 13/187328	7/20/2011	US 2011/0272902	11/10/2011	US 8215650	7/10/2012
U-11-RM004	US	Granted	Mobile Medical Cabinet (MYA - Mobile Technology)	US 13/397048	2/15/2012	US 2012/0212116	8/23/2012	US 8662605	3/4/2014
U-11-RM03	US	Granted	Non-Powered Technology Cart	US 13/399212	2/17/2012	US 2012/0236496	9/20/2012	US 8677911	3/25/2014
U-03- RM08562	US	Published	Medical Cart, Medication Module, Height Adjustment Mechanism, and Method of Medication Transport	US 13/942463	7/15/2013	US 2013/0300075	11/14/2013		
U-12-RM008	US	Published	Height Adjustable Monitor Mount (HAMM)	US 13/803923	3/14/2013	US 2014/0265193	9/18/2014		
U-08- RM07952	US	Published	WALL WORK STATION (Wall Arm)	US 14/531108	11/3/2014	US 2015/0047535	2/19/2015		
D-04- RM06468	CA	Granted	CART (Basic Computing Cart)	CA 107495	7/2/2004			CA 107495	8/31/2005
D-04- RM06467	CA	Granted	CART (EMAR Computing Cart)	CA 107496	7/2/2004			CA 107496	8/31/2005
D-04- RM06466	EM	Granted	CART (Medication Module)	197306	7/2/2004		10/19/2004	CD 000197306- 0001	7/2/2004

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CaseNumber	Country	AppStatus	AppTitle	AppNumber	FileDate	PubNumber	PubDate	PatNumber	IssDate
D-04-RM06466	EM	Granted	CART (Medication Module)	197306	7/2/2004			CD 000197306- 0002	7/2/2004
D-04-RM06466	EM	Granted	CART (Medication Module)	197306	7/2/2004			CD 000197306- 0003	7/2/2004
D-11-RM02	EM	Granted	Mobile Medical Cabinet	1290134	8/18/2011			CD 001290134- 0001	8/18/2011
D-11-RM04	EM	Granted	Technology Cart	1290142	8/18/2011			CD 001290142- 0001	8/18/2011
D-04-RM06466	IB	Granted	CART (Medication Module)	DM/065927	7/2/2004			DM/065927	11/2/2004
U-10-RM07991	US	Granted	INDEPENDENT KEYBOARD TILT	US 13/016377	1/28/2011			US 8616136	12/31/2013
D-04-RM06468	US	Granted	CART (Basic Computing Cart)	US 29/199984	2/23/2004			USD 504259	4/26/2005
D-04-RM06466	US	Granted	CART (Medication Module) Drawer Face	US 29/199985	2/23/2004			USD 504260	4/26/2005
D-04-RM06466	US	Granted	CART (Medication Module)	US 29/196712	1/2/2004			USD 515767	2/21/2006
D-04-RM06467	US	Granted	CART (EMAR Computing Cart)	US 29/196714	1/2/2004			USD 517768	3/21/2006
D-04-RM06468	US	Granted	CART (Basic Computing Cart)	US 29/196713	1/2/2004			USD 518267	3/28/2006
D-11-RM04	US	Granted	Technology Cart	US 29/385720	2/18/2011			USD 650142	12/6/2011
D-11-RM02	US	Granted	Mobile Medical Cabinet	US 29/385719	2/18/2011			USD 661512	6/12/2012
D-13-RM011	US	Granted	RHC SCANNER	US 29/449454	3/15/2013			USD 692431	10/29/2013
D-12-RM010	US	Granted	M48 Cart	US 29/482754	2/21/2014			USD 730011	5/19/2015
D-12-RM010	US	Pending	M48 Cart	US 29/526341	5/8/2015				
U-12-RM007	US	Pending	M48 CART (System and Method for a Hospital Cart)	US 13/782841	3/1/2013				
U-13-RM009	US	Pending	M48 POWER SYSTEM (Power System for a Hospital Cart)	US 13/840318	3/15/2013				

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