

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368255

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Administrative Agent		01/05/2016	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	MTS Medication Technologies, Inc.
Street Address:	2003 GANDY BLVD. NORTH
City:	ST. PETERSBURG
State/Country:	FLORIDA
Postal Code:	33702
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3145962	MTS MEDICATION TECHNOLOGIES
Registration Number:	3410673	ACCUFLEX
Registration Number:	3765496	CENTRAFILL
Registration Number:	3187124	MEDLOCKER
Registration Number:	4050513	MTS MEDICATION TECHNOLOGIES - AUSTRALIA
Registration Number:	3684336	RXMAP
Registration Number:	2789198	ONDEMAND
Registration Number:	3399834	MEDTIMES
Registration Number:	3438258	INNOVATIONS FOR HEALTH.
Serial Number:	85528329	EASYBLIST
Serial Number:	85044817	MEDTRAK
Serial Number:	86366330	MEDTRAK

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 7145401235

TRADEMARK

Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 049275-0108 (MTS)

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 01/06/2016

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE (this "Trademark Release") is made as of January 5, 2016 from Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"), for the Beneficiaries (as defined in the Credit Agreement referred to below) to MTS Medication Technologies, Inc. (the "Grantor"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

WHEREAS, MTS Medication Technologies, Inc. entered into that certain Credit Agreement dated as of September 25, 2013, and Supplemented on April 28, 2014 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement") in favor of Wells Fargo Bank, National Association, as Administrative Agent for the Lenders;

WHEREAS, the Credit Parties may from time to time enter, or may from time to time have entered, into one or more Secured Cash Management Agreements and Secured Hedge Agreements in accordance with the terms of the Credit Agreement; and

WHEREAS, Grantor executed and delivered that certain Subsidiary Guaranty Agreement dated as of September 25, 2013 (said Subsidiary Guaranty Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Guaranty") in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the terms of a Collateral Agreement dated as of September 25, 2013 (said Collateral Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Collateral Agreement"), among Grantor and the Administrative Agent, Grantor created in favor of the Administrative Agent a security interest in, and the Administrative Agent became a secured creditor with respect to, the Trademark Collateral;

WHEREAS, in connection with the Collateral Agreement, the Grantor executed that certain Trademark Security Agreement dated September 25, 2013 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Grant of the Trademark Security Interest") pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Lenders, a security interest in (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in

foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on September 27, 2013 at Reel/Frame No. 5118/0931 in favor of the Administrative Agent;

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on February 6, 2015 at Reel/Frame No. 5455/0322 in favor of the Administrative Agent;

WHEREAS, the Administrative Agent now desires to terminate, release and reassign the entirety of any security interest it may have in the Trademark Collateral.

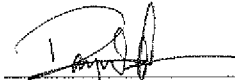
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent hereby terminates, cancels, releases, discharges, and reassigns to Grantor, any security interest it may have in the Trademark Collateral. The Security Agent agrees, at the Borrower's expense, to cooperate with, and to provide the Borrowers, their successors, assigns or other legal representatives with, the information and additional authorization necessary to effect the release of any security interest it may have in the Trademark Collateral.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Release by its duly authorized officer as of the date first above written.

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as Administrative Agent

By:



Name: *Ray Aguilar*



Title: *VP/Relationship Manager*

[Signature Page to Trademark Release (MTS Medication Technologies, Inc.)]

TRADEMARK
REEL: 005704 FRAME: 0253

**SCHEDULE A
TRADEMARK COLLATERAL**

Reel/Frame 5118/0931

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
MTS MEDICATION TECHNOLOGIES 	76587981 20-APR-2004	3145962 19-SEP-2006	Registered
ACCUFLEX	78813706 13-FEB-2006	3410673 08-APR-2008	Registered
CENTRAFILL	78813680 13-FEB-2006	3765496 23-MAR-2010	Registered
MEDLOCKER	78813657 13-FEB-2006	3187124 19-DEC-2006	Registered
MTS MEDICATION TECHNOLOGIES - AUSTRALIA - 	85124823 08-SEP-2010	4050513 01-NOV-2011	Registered
RXMAP	77598077 22-OCT-2008	3684336 15-SEP-2009	Registered
ONDEMAND	76159363 03-NOV-2000	2789198 02-DEC-2003	Renewed in 2013
EASYBLIST	85528329 30-JAN-2012		Abandoned
MEDTRAK	85044817 21-MAY-2010		Abandoned
MEDTIMES	78813666 13-FEB-2006	3399834 18-MAR-2008	Cancelled
INNOVATIONS FOR HEALTH (w/design)	78912360 20-JUN-2006	3438258 27-MAY-2008	Cancelled

Reel/Frame 5455/0322

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
MEDTRAK	86366330 14-AUG-2014		Pending Intent to Use