

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
Pharmaca Integrative Pharmacy, Inc.		07/31/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Financial, LLC, as administrative agent		
Street Address:	7735 Old Georgetown Road - Suite 400		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3230081	PHARMACA	
Registration Number:	3230080	PHARMACA	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</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:	41012.00.0017/HMM/ELIZA		
NAME OF SUBMITTER:	Holly Miller		
Signature:	/Holly Miller/		

CH \$65.00 3230081

Date:

09/28/2009

Total Attachments: 5

source=Pharmaca Integrative Pharmacy Trademark Security Agreement#page1.tif

source=Pharmaca Integrative Pharmacy Trademark Security Agreement#page2.tif

source=Pharmaca Integrative Pharmacy Trademark Security Agreement#page3.tif

source=Pharmaca Integrative Pharmacy Trademark Security Agreement#page4.tif

source=Pharmaca Integrative Pharmacy Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of July 31, 2009 by PHARMACA INTEGRATIVE PHARMACY, INC., a Delaware corporation ("Grantor"), in favor of MidCap Financial, LLC, a Delaware limited liability company, in its capacity as administrative agent for the Lenders party to the Credit Agreement (together with its successors and assigns, in such capacity, "Grantee"):

WITNESSETH:

WHEREAS, Grantor, certain affiliates of Grantor who may become party to the Credit Agreement as borrowers, the financial institutions or other entities as may from time to time become parties thereto as lenders (the "Lenders") and Grantee are parties to that certain Credit and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Grantor by the Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trade names, trade styles, trade dress, service marks, logos and other business identifiers and, to the extent permitted under applicable law, any applications therefore, whether registered or not (the "Trademarks"), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing by Grantor under the Credit 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. The Credit 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 Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby assigns and grants to Agent, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior assignment and grant pursuant to the Credit Agreement of, a continuing security interest in, upon and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) All Trademarks, including without limitation each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

(Signature Page Follows)

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, intending to be legally bound, and intending that this instrument constitute an instrument executed under seal, the undersigned has duly executed this Agreement under seal as of the date first written above.

GRANTOR:

PHARMACA INTEGRATIVE PHARMACY, INC.,
a Delaware corporation

By: 

[SEAL]

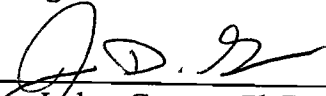
Name: Alan Kessock

Its: Chief Financial Officer and Secretary

(Signature Page to Trademark Security Agreement)


Agreed and Accepted
As of the Date First Written Above:

MIDCAP FINANCIAL, LLC, a Delaware limited liability company,
as Agent and Grantee

By: 
Name: Joshua Groman, Ph.D. [SEAL]
Title: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
 PHARMACA	3230081	10/30/00
	3230080	10/03/00