

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|--|--|----------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CHEM RX PHARMACY SERVICES, LLC | | 11/04/2010 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A., as Collateral Agent | | |
| Street Address: | 270 Park Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3368772 | CHEM RX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (866)826-5420 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 3016380511 | | |
| Email: | ipresearchplus@comcast.net | | |
| Correspondent Name: | IP Research Plus, Inc. | | |
| Address Line 1: | 21 Tadcaster Circle | | |
| Address Line 2: | Attn: Penelope J.A. Agodoa | | |
| Address Line 4: | Waldorf, MARYLAND 20602 | | |
| ATTORNEY DOCKET NUMBER: | 36332 | | |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa | | |
| Signature: | /pja/ | | |

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TRADEMARK
REEL: 004411 FRAME: 0732

OP \$40.00 3368772

Date:

11/09/2010

Total Attachments: 6

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CHEM RX PHARMACY SERVICES, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other a Delaware LLC

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 4, 2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT

Internal _____

Address: _____

Street Address: 270 Park Avenue

City: New York City

State: New York

Country: U.S.A. Zip: 10017

- ☒ Association Citizenship U.S.A.
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

November 8, 2010

Date

Joseph Raho

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT dated as of November 4, 2010 (this "Agreement"), between CHEM RX PHARMACY SERVICES, LLC, a Delaware limited liability company (the "Grantor"), and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Collateral Agent.

Reference is made to the Guarantee and Collateral Agreement dated as of July 31, 2007 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the PharMerica Corporation (the "Borrower"), the subsidiaries of the Borrower from time to time party thereto and JPMCB, as Collateral Agent (the "Collateral Agent"). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of July 31, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto and JPMCB, as Administrative Agent. The continuing obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to continue to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I hereto (the "Trademarks");

(b) all goodwill of the business associated with the use of, and symbolized by, each of the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks (other than any assets, rights and interests of a type in which the Collateral Agent does not otherwise have a security interest pursuant to this Agreement or the Collateral Agreement).

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to the conflicts of law principles thereof.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

[Remainder of page intentionally left blank]

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

CHEM RX PHARMACY SERVICES,
LLC,

by



Name:
Title:

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by

Name:
Title:

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

CHEM RX PHARMACY SERVICES,
LLC,

by

Name:

Title:

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by



Name:

Title:

Dawn L. LeeLum
Executive Director

Schedule I

I. Trademarks

| <u>Registered Owner</u> | <u>Mark</u> | <u>Registration Number</u> | <u>Expiration Date</u> |
|--------------------------------|-------------|----------------------------|------------------------|
| Chem Rx Pharmacy Services, LLC | CHEM RX | 3368772 | 1/15/18 |
| | | | |
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| | | | |

II. Trademark Applications

| <u>Registered Owner</u> | <u>Mark</u> | <u>Registration Number</u> | <u>Date Filed</u> |
|-------------------------|-------------|----------------------------|-------------------|
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III. Trademark Licenses

| <u>Licensee</u> | <u>Licensor</u> | <u>Mark</u> | <u>Registration Number</u> | <u>Expiration Date</u> |
|-----------------|-----------------|-------------|----------------------------|------------------------|
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