

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
Millennium Pharmacy Systems, Inc.		06/10/2011	CORPORATION: DELAWARE
MPS RX Florida, LLC		06/10/2011	LIMITED LIABILITY COMPANY: FLORIDA
MPS RX Ohio, LLC		06/10/2011	LIMITED LIABILITY COMPANY: OHIO
MPS New York, LLC		06/10/2011	LIMITED LIABILITY COMPANY: NEW YORK
MPS RX Tri-State, Limited Liability Company		06/10/2011	LIMITED LIABILITY COMPANY: NEW JERSEY
MPS RX New England, LLC		06/10/2011	LIMITED LIABILITY COMPANY: RHODE ISLAND

RECEIVING PARTY DATA

Name:	MidCap Funding V, LLC, as 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: 14

Property Type	Number	Word Mark
Serial Number:	77827875	M
Serial Number:	76481526	M P S RX
Serial Number:	77460677	MPSRX
Serial Number:	77460682	MPSRX
Serial Number:	77460684	MPSRX
Serial Number:	77536226	MPACT
Serial Number:	77536237	MPACT

CH \$365.00 77827875

Serial Number:	77874155	MPSRX
Serial Number:	77837901	MPSRX
Serial Number:	77837925	MPSRX
Serial Number:	77806602	PHARMACY BEDSIDE
Serial Number:	77806271	PHARMACY REPORTS & RECORDS DESK
Serial Number:	77806588	PHARMACY RESPONSE
Serial Number:	77806595	PHARMACY WINDOW

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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:	41012.00.0003/HMM/HPARK
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	06/23/2011

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 10th day of June, 2011, among MILLENNIUM PHARMACY SYSTEMS, INC., a Delaware corporation, MPS RX FLORIDA, LLC, a Florida limited liability company, MPS RX OHIO, LLC, an Ohio limited liability company, MPS NEW YORK, LLC, a New York limited liability company, MPS RX TRI-STATE, LIMITED LIABILITY COMPANY, a New Jersey limited liability company and MPS RX NEW ENGLAND, LLC, a Rhode Island limited liability company (collectively, "Grantors" and each a "Grantor"), in favor of MidCap Funding V, LLC, in its capacity as Agent for the Lenders party to the Loan Agreement (defined below) ("Grantee"):

W I T N E S S E T H:

WHEREAS, Grantors, certain of the Grantors' affiliates, Grantee and Lenders are parties to a certain Term Loan and Security Agreement dated as of even date herewith (as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantors by Lenders;

WHEREAS, pursuant to the terms of the Loan Agreement, now and/or hereafter executed by Grantors in favor of Grantee, Grantors have granted to Grantee, for the benefit of Lenders, a security interest in all of the assets of Grantors, including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, trademark registrations, and trademark applications, and all goodwill attributable to any of the foregoing belonging to Grantors (collectively, the "Trademarks"), and all products and proceeds thereof, to secure the payment of all amounts owed by each Grantor under the Loan Agreement;

WHEREAS, Grantors and Grantee wish to execute an agreement governed by the laws of the State of New York evidencing, providing for and reconfirming the granting of such security interest in the Trademarks and all proceeds thereof, which such agreement may be and is intended by the parties to be filed with the United States Patent and Trademark Office; and

WHEREAS, Grantors and Grantee mutually agree and acknowledge that this Agreement shall not function as any form of assignment of the ownership of the Trademarks; provided, however, that such agreement and acknowledgment shall in no way derogate the security pledge provided in this 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, and with the foregoing background and recitals incorporated by reference, Grantors, intending to be legally bound, agrees as follows:

1. Incorporation of Loan Agreement. The Loan 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 Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of each Grantor provided for or created under the Loan Agreement, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in each Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademarks Collateral"), whether now owned or existing and hereafter created, acquired or arising:

i. each Trademark and application for Trademark listed on Schedule 1 annexed hereto, and each of the Trademarks (including each trademark application) that may be the subject of any supplement to this Agreement hereafter delivered by Grantors to Grantee in accordance with the provisions of Section 3 of this Agreement below; and

ii. all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademarks or injury to the goodwill associated with any Trademarks and also including any and all Accounts (including without limitation rights to receive license fees or royalties in connection with any licenses of the Trademarks (including each trademark application)) and General Intangibles arising therefrom and/or constituting proceeds thereof.

3. Representations and Warranties. Each Grantor hereby represents and warrants to Grantee and to the Lenders that:

A. Schedule 1 sets forth a full, complete and correct list of all registered and pending Trademarks owned by each Grantor as of the date hereof; and

B. As of the date hereof, (i) all such registered Trademarks listed on Schedule 1 are valid, live, and enforceable, to the best of each Grantor's knowledge after due inquiry, and all filings necessary to maintain the effectiveness of all such registered Trademarks have been made (including payment of any maintenance fees), (ii) all such filed trademark applications listed on Schedule 1 have been filed with the United States Patent and Trademark Office and any and all applicable application or filing fees have been paid in connection therewith, and (iii) except as set forth on Schedule 1, to the best of each Grantor's knowledge after due inquiry, each Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all such registered Trademarks free and clear of any Liens other than Permitted Encumbrances, including without limitation licenses and covenants by such Grantor not to sue third persons.

4. Events of Default and Remedies. The occurrence of any "Event of Default" as defined and provided for in the Loan Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Loan Agreement or any other Financing Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademarks Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of New York from time to time.

5. Power of Attorney. Without limiting the generality of any power of attorney granted to Grantee under the Loan Agreement or any other Financing Document, each Grantor hereby authorizes Grantee, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any supplement to this Agreement or other security agreement or similar document or instrument which Grantee may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Trademarks Collateral provided for herein, and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 4 above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Grantee may deem necessary or desirable in order for Grantee to assign, pledge, convey or otherwise, sell, transfer title in or dispose of the Trademarks Collateral, and in each case to file with the Assignment Branch of the United States Patent and Trademark Office in the name of and on behalf of each Grantor any such supplement, agreement, document, instrument, assignment or bill of sale executed by Grantee, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Loan Agreement. This power of attorney is coupled with an interest and is and shall be irrevocable.

6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.


(Signatures on Following Page)
(Remainder of Page Left Intentionally Blank)

(Signature Page to Trademark Security Agreement)

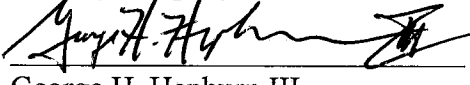
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

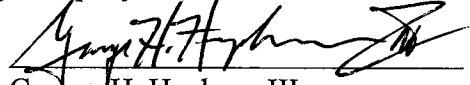
**MILLENNIUM PHARMACY
SYSTEMS, INC.**, a Delaware corporation

By: 
Name: George H. Hepburn III
Its: Chief Financial Officer

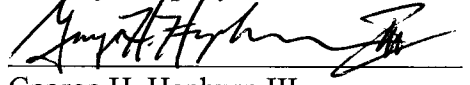
MPS RX FLORIDA, LLC, a Florida
limited liability company

By: 
Name: George H. Hepburn III
Its: Secretary and Treasurer

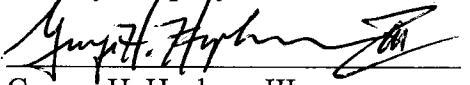
MPS RX OHIO, LLC, an Ohio limited
liability company

By: 
Name: George H. Hepburn III
Its: Secretary and Treasurer


MPS NEW YORK, LLC, a New York
limited liability company

By: 
Name: George H. Hepburn III
Its: Secretary and Treasurer

**MPS RX TRI-STATE, LIMITED
LIABILITY COMPANY**, a New Jersey
limited liability company

By: 
Name: George H. Hepburn III
Its: Secretary and Treasurer

MPS RX NEW ENGLAND, LLC, a
Rhode Island limited liability company

By: 
Name: George H. Hepburn III
Its: Secretary and Treasurer

(Signature Page to Trademark Security Agreement)

Agreed and Accepted As of the Date First
Written Above

GRANTEE:

MIDCAP FUNDING V, LLC, as Agent
and Grantee

By: 

Name: Brett Robinson

Title: Managing Director

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

The Corporation has filed the following new trademark applications:

Registered Mark	Application No.: 77/827,875	Date Filed: 16-Sep-09	Registration No.: 3816972	Date Registered: 13-Jul-10	Renewal Date: 13-Jul-20
Owner:	Millennium Pharmacy Systems, Inc. Cranberry Business Park, Building 120 100 East Kensinger Drive, Suite 500 Cranberry Twp, PA 16066 Delaware corporation				
Class 35	Institutional retail pharmacy services; retail pharmacy services; wholesale pharmacy services featuring pharmaceuticals and medications; pharmaceutical and medication business services, namely, managing the ordering and administration of pharmaceuticals, medications, treatment and clinical care services for patients and the billing and record keeping associated therewith.				
Class 38	Providing private and secure real time electronic communication over a computer network.				
Class 42	Providing on-line non-downloadable software for electronic order entry and management of medications, pharmaceuticals, treatment and clinical care services for patients; providing on-line non-downloadable software for accessing patient information and for electronic medication and treatment administration, verification, documentation and reporting; providing on-line non-downloadable software for accessing electronic bills and for compiling, accessing, viewing, controlling, consolidating, analyzing, managing, monitoring and reporting cost information, patient medical, medication, plans of care and treatment information, compliance information and quality of care information; providing on-line non-downloadable software for private and secure real time electronic communication over a computer network.				
Class 44	Pharmacy services, namely, dispensing of pharmaceuticals and medications; pharmaceutical, medication, drug regimen and patient care consultation; advice on the use and effects of pharmaceuticals and medications.				
Registered Mark	Application No.: 76/481,526	Date Filed: 9-Jan-03	Registration No.: 2819177	Date Registered: 2-Mar-04	Renewal Date: 2-Mar-14
Owner:	Millennium Pharmacy Systems, Inc. Cranberry Business Park, Building 120 100 East Kensinger Drive, Suite 500 Cranberry Twp, PA 16066 Delaware corporation				
Class 35	Retail pharmacy services provided online via computer networks including the Internet.				
Class 44	Patient care management services, namely, monitoring people to insure against drug allergies and reactions.				
Registered Mark	Application No.: 77/460,677	Date Filed: 29-Apr-08	Registration No.: 3716186	Date Registered: 24-Nov-09	Renewal Date: 24-Nov-19
Owner:	Millennium Pharmacy Systems, Inc. Cranberry Business Park, Building 120 100 East Kensinger Drive, Suite 500 Cranberry Twp, PA 16066 Delaware corporation				
Class 9	Computer hardware and software for managing the distribution of pharmaceuticals				
Registered Mark	Application No.: 77/460,682	Date Filed: 29-Apr-08	Registration No.: 3706226	Date Registered: 3-Nov-09	Renewal Date: 3-Nov-19
Owner:	Millennium Pharmacy Systems, Inc. Cranberry Business Park, Building 120 100 East Kensinger Drive, Suite 500				

	Cranberry Twp, PA 16066 Delaware corporation				
Class 35	Online retail pharmacy services provided via computer networks and the Internet.				
Registered Mark	Application No.: 77/460,684	Date Filed: 29-Apr-08	Registration No.: 3716187	Date Registered: 24-Nov-09	Renewal Date: 24-Nov-19
Owner:	Millennium Pharmacy Systems, Inc. Cranberry Business Park, Building 120 100 East Kensinger Drive, Suite 500 Cranberry Twp, PA 16066 Delaware corporation				
Class 44	Patient care management services, namely, monitoring pharmaceuticals provided to patients to prevent drug allergies and reactions.				
Mark Allowed	Application No.: 77/536,226	Date Filed: 31-Jul-08			
Owner:	Millennium Pharmacy Systems, Inc. Cranberry Business Park, Building 120 100 East Kensinger Drive, Suite 500 Cranberry Twp, PA 16066 Delaware corporation				
Class 35	Institutional retail pharmacy services; retail pharmacy services; wholesale pharmacy services featuring pharmaceuticals and medications; pharmaceutical business management services, namely, managing the ordering of pharmaceuticals and medications, business administration and business billing and record-keeping associated therewith for others.				
Class 44	Pharmacy services, namely, dispensing of pharmaceuticals and medications; pharmacy services, namely, providing pharmaceutical, medication, drug regimen consultation; pharmacy services, namely, patient care consultation services relating to pharmaceuticals, medication and prescriptions; advice on the use and effects of pharmaceuticals and medications; health care services, namely, medication management.				
Registered Mark	Application No.: 77/536,237	Date Filed: 31-Jul-08	Registration No.: 3723301	Date Registered: 8-Dec-09	Renewal Date: 8-Dec-19
Owner:	Millennium Pharmacy Systems, Inc. Cranberry Business Park, Building 120 100 East Kensinger Drive, Suite 500 Cranberry Twp, PA 16066 Delaware corporation				
Class 9	Software for managing the dispensing of medication and for managing the billing and adjudication associated therewith.				
Registered Mark	Application No.: 77/874,155	Date Filed: 17-Nov-09	Registration No.: 3790250	Date Registered: 18-May-10	Renewal Date: 18-May-20
Owner:	Millennium Pharmacy Systems, Inc. Cranberry Business Park, Building 120 100 East Kensinger Drive, Suite 500 Cranberry Twp, PA 16066 Delaware corporation				
Class 35	On-line retail pharmacy services provided via computer networks and the Internet.				
Class 42	Providing on-line non-downloadable software for electronic order entry and management of medications, pharmaceuticals, treatment and clinical care services for patients; providing on-line non-downloadable software for accessing patient information and for electronic medication and treatment administration, verification, documentation and reporting; providing on-line non-downloadable software for accessing electronic bills and for compiling, accessing, viewing, controlling, consolidating, analyzing, managing, monitoring and reporting cost information, patient medical, medication, plans of care and treatment information, compliance information and quality of care information; providing on-line non-downloadable software for private and secure real time electronic				

	communication over a computer network.				
Class 44	Patient care management services, namely, monitoring pharmaceuticals provided to patients to prevent drug allergies and reactions.				
Class 9	Downloadable software for electronic order entry and management of medications, pharmaceuticals, treatment and clinical care services for patients; downloadable software for accessing patient information and for electronic medication and treatment administration, verification, documentation and reporting; downloadable software for accessing electronic bills and for compiling, accessing, viewing, controlling, consolidating, analyzing, managing, monitoring and reporting cost information, patient medical, medication, plans of care and treatment information, compliance information and quality of care information; downloadable software for private and secure real time electronic communication over a computer network.				
Mark Allowed	Application No.: 77/837,901	Date Filed: 30-Sep-09			
Owner:	Millennium Pharmacy Systems, Inc. Cranberry Business Park, Building 120 100 East Kensinger Drive, Suite 500 Cranberry Twp, PA 16066 Delaware corporation				
Class 9	Computer hardware.				
Registered Mark	Application No.: 77/837,925	Date Filed: 30-Sep-09	Registration No.: 3789962	Date Registered: 18-May-10	Renewal Date: 18-May-20
Owner:	Millennium Pharmacy Systems, Inc. Cranberry Business Park, Building 120 100 East Kensinger Drive, Suite 500 Cranberry Twp, PA 16066 Delaware corporation				
Class 35	Online retail pharmacy services provided via computer networks and the Internet.				
Class 42	Providing on-line non-downloadable software for electronic order entry and management of medications, pharmaceuticals, treatment and clinical care services for patients; providing on-line non-downloadable software for accessing patient information and for electronic medication and treatment administration, verification, documentation and reporting; providing on-line non-downloadable software for accessing electronic bills and for compiling, accessing, viewing, controlling, consolidating, analyzing, managing, monitoring and reporting cost information, patient medical, medication, plans of care and treatment information, compliance information and quality of care information; providing on-line non-downloadable software for private and secure real time electronic communication over a computer network..				
Class 44	Patient care management services, namely, monitoring pharmaceuticals provided to patients to prevent drug allergies and reactions.				
Registered Mark	Application No.: 77/806,602	Date Filed: 18-Aug-09	Registration No.: 3770799	Date Registered: 6-Apr-10	Renewal Date: 6-Apr-20
Owner:	Millennium Pharmacy Systems, Inc. Cranberry Business Park, Building 120 100 East Kensinger Drive, Suite 500 Cranberry Twp, PA 16066 Delaware corporation				
Class 42	Providing on-line non-downloadable software for accessing patient information and for electronic medication and treatment administration, verification, documentation and reporting.				
Registered Mark	Application No.: 77/806,271	Date Filed: 17-Aug-09	Registration No.: 3770784	Date Registered: 6-Apr-10	Renewal Date: 6-Apr-20
Owner:	Millennium Pharmacy Systems, Inc. Cranberry Business Park, Building 120 100 East Kensinger Drive, Suite 500 Cranberry Twp, PA 16066 Delaware corporation				

Class 42	Providing on-line non-downloadable software for accessing electronic bills and for compiling, accessing, viewing, controlling, consolidating, analyzing, managing, monitoring and reporting cost information, patient medical and medication information, plans of care and treatment information, compliance information and quality of care information.				
Registered Mark	Application No.: 77/806,588	Date Filed: 18-Aug-09	Registration No.: 3770796	Date Registered: 6-Apr-10	Renewal Date: 6-Apr-20
Owner:	Millennium Pharmacy Systems, Inc. Cranberry Business Park, Building 120 100 East Kensing Drive, Suite 500 Cranberry Twp, PA 16066 Delaware corporation				
Class 38	Providing private and secure real time electronic communication over a computer network.				
Class 42	Providing on-line non-downloadable software for private and secure real time electronic communication over a computer network.				
Class 44	Pharmaceutical, drug regimen and patient care consultation services.				
Registered Mark	Application No.: 77/806,595	Date Filed: 18-Aug-09	Registration No.: 3770798	Date Registered: 6-Apr-10	Renewal Date: 6-Apr-20
Owner:	Millennium Pharmacy Systems, Inc. Cranberry Business Park, Building 120 100 East Kensing Drive, Suite 500 Cranberry Twp, PA 16066 Delaware corporation				
Class 42	Providing on-line non-downloadable software for electronic order entry and management of medication, pharmaceuticals, treatment and clinical care services for patients.				