TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Injured Workers Pharmacy, LLC		11/04/2011	LIMITED LIABILITY COMPANY: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Prospect Capital Corporation, as Administrative Agent
Street Address:	10 East 40th Street, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3025290	IWP INJURED WORKERS PHARMACY
Registration Number:	3351818	IWP
Registration Number:	3947811	IWP
Registration Number:	3980741	IWP THE PATIENT ADVOCATE PHARMACY

CH $115.00 3025290

CORRESPONDENCE DATA

Fax Number: (212)755-7306
Phone: 212-326-3939
Email: krsmith@jonesday.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Nancy A. Zoubek, Esq., Jones Day
Address Line 1: 222 East 41st Street
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	435285-610022

NAME OF SUBMITTER:	Nancy A. Zoubek
Signature:	/Nancy A. Zoubek/
Date:	11/08/2011

Total Attachments: 5
source=Junior Trademark Security Agreement_Final_Executed (with Sched.)#page1.tif
source=Junior Trademark Security Agreement_Final_Executed (with Sched.)#page2.tif
source=Junior Trademark Security Agreement_Final_Executed (with Sched.)#page3.tif
source=Junior Trademark Security Agreement_Final_Executed (with Sched.)#page4.tif
source=Junior Trademark Security Agreement_Final_Executed (with Sched.)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 4, 2011 is made between Injured Workers Pharmacy, LLC, a Massachusetts limited liability company (the "Grantor"), and PROSPECT CAPITAL CORPORATION as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, [an affiliate of] the Grantor and the Administrative Agent, among others, are parties to the Note Purchase Agreement, dated as of November 4, 2011 (as amended, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), with the Purchasers from time to time party thereto and the other Note Parties thereto;

WHEREAS, in connection with the Note Purchase Agreement, the Grantor has executed and delivered the Guarantee and Collateral Agreement, dated as of November 4, 2011 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Issuer Obligations and Guarantor Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Purchasers to make the Notes pursuant to the Note Purchase Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those filed or registered items referred to in Item A of Schedule I attached hereto, whether

currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include (i) any "intent-to-use" Trademark applications, or (ii) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral in each case (i) and (ii), solely for so long as and to the extent that as to which the grant of a security interest would (A) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (B give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Guarantee and Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INJURED WORKERS PHARMACY, LLC

By: _____
Name: Richard C. Stoddard
Title: Chief Executive Officer

Trademark Security Agreement
Signature Page

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PROSPECT CAPITAL CORPORATION
as Administrative Agent

By: _____
Name: M. Grier Eliasek
Title: President & Chief Operating Officer

Trademark Security Agreement
Signature Page

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Injured Workers Pharmacy, LLC	3,025,290	IWP INJURED WORKERS PHARMACY
Injured Workers Pharmacy, LLC	3,351,818	IWP
Injured Workers Pharmacy, LLC	3,947,811	IWP
Injured Workers Pharmacy, LLC	3,980,741	IWP THE PATIENT ADVOCATE PHARMACY

Pending Trademark Applications

*Country	Trademark	Serial No.	Filing Date

None.