

## 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
Navarro Discount Pharmacies, LLC.		12/21/2011	LIMITED LIABILITY COMPANY: FLORIDA
Navarro Discount Pharmacies No. 1, LLC		12/21/2011	LIMITED LIABILITY COMPANY: FLORIDA
Magellan Distribution Solutions, LLC		12/21/2011	LIMITED LIABILITY COMPANY: FLORIDA
OTC Health Solutions, LLC		12/21/2011	LIMITED LIABILITY COMPANY:
Navarro Distribution Center, LLC		12/21/2011	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2986644	¡DE TODO Y POR MENOS!	
Registration Number:	2897150	DON'T PAY DRUGSTORE PRICES	
Registration Number:	2937945	LATINPHARMACY	
Registration Number:	2045934	NAVARRO	
Registration Number:	2098890	NAVARRO	
Registration Number:	2102864	NAVARRO	
Registration Number:	3031458	NAVARRO DISCOUNT PHARMACIES	
Serial Number:	85266999	NAVARRO DISCOUNT PHARMACY	

OP \$390.00 2986644

TRADEMARK

Serial Number:	85306392	NAVARRO DISCOUNT PHARMACIES
Registration Number:	2585552	NO PAGUE PRECIOS DE FARMACIA
Serial Number:	85264752	BETTER SELECTION, BETTER PRICES, EVERY DAY!
Serial Number:	85264924	¡MEJOR SELECCIÓN, MEJORES PRECIOS, TODOS LOS DÍAS!
Serial Number:	85352043	MAGELLAN DISTRIBUTION SOLUTIONS
Serial Number:	85299680	VIDA MIA
Serial Number:	85300007	VIDAMIA

**CORRESPONDENCE DATA**

Fax Number: (404)443-5697  
Phone: 404-443-5742  
Email: lallen@mcguirewoods.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Lizzie Garner, Esq.  
Address Line 1: 1230 Peachtree Street, N.E.  
Address Line 2: Suite 2100  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2060236-0059 (NAVARRO)
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	12/29/2011

Total Attachments: 11  
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 21, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

**WHEREAS**, pursuant to the Credit Agreement, dated as of December 21, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among **NAVARRO DISCOUNT PHARMACY, LLC**, a Florida limited liability company, **NAVARRO DISCOUNT PHARMACIES, LLC.**, a Florida limited liability company, the other Borrowers and Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, , acting in its capacity as Agent for the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

**WHEREAS**, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Credit Party (other than such Grantor); and

**WHEREAS**, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

*[Remainder of page intentionally blank; signature pages follow.]*

**IN WITNESS WHEREOF**, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**NAVARRO DISCOUNT PHARMACIES, LLC.**

By: \_\_\_\_\_

  
Juan Ortiz, Chief Executive Officer

**NAVARRO DISCOUNT PHARMACIES NO. 1, LLC  
MAGELLAN DISTRIBUTION SOLUTIONS, LLC  
OTC HEALTH SOLUTIONS, LLC  
NAVARRO DISTRIBUTION CENTER, LLC**

By: \_\_\_\_\_

  
Luis Mier, Chief Financial Officer

NAVARRO DISCOUNT PHARMACY, LLC  
TRADEMARK SECURITY AGREEMENT  
SIGNATURE PAGE

**TRADEMARK**  
**REEL: 004689 FRAME: 0063**

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: Charles Chiosa  
Name: Charles Chiosa  
Title: Duly Authorized Signatory

NAVARRO DISCOUNT PHARMACY, LLC  
TRADEMARK SECURITY AGREEMENT  
SIGNATURE PAGE

TRADEMARK  
REEL: 004689 FRAME: 0064

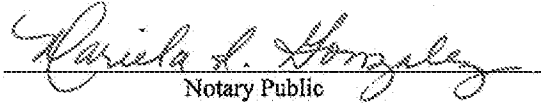
ACKNOWLEDGMENT OF GRANTOR

State of Florida )

County of Miami-Dade )

ss.

On this 21 day of December, 2011 before me personally appeared Juan Ortiz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Navarro Discount Pharmacies, LLC., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and Members, as applicable, and that he acknowledged said instrument to be the free act and deed of said limited liability company.

  
Notary Public




ACKNOWLEDGMENT OF GRANTOR

State of Florida )  
County of Miami-Dade )

ss.

On this 21 day of December, 2011 before me personally appeared Luis Mier, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Navarro Discount Pharmacies No. 1, LLC, Magellan Distribution Solutions, LLC, OTC Health Solutions, LLC, and Navarro Distribution Center, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability companies, that the said instrument was signed on behalf of said limited liability companies as authorized by its Managers and Members, as applicable, and that he acknowledged said instrument to be the free act and deed of said limited liability companies.

  
Notary Public



NAVARRO DISCOUNT PHARMACY, LLC  
TRADEMARK SECURITY AGREEMENT  
SIGNATURE PAGE

TRADEMARK  
REEL: 004689 FRAME: 0066



SCHEDULE TO TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Registration	Type/Class	Reg./ App. No.	Filing Date/ Issue Date	Renewal Date	Owner
<b>UNITED STATES</b>					
De Todo y Por Menos!	Service Mark, IC 35, 41	2986644 (Reg.)	9/19/2003	First declaration - 2010	Navarro Discount Pharmacies No. 1, LLC
			8/16/2005		
Don't Pay Drugstore Prices!	Service Mark, IC 35	2897150 (Reg.)	4/10/2003		Navarro Discount Pharmacies, LLC
			10/26/2004	10/26/2014	
Latin Pharmacy	Service Mark, IC 35	2937945 (Reg.)	1/5/2004	First declaration - 2010	Navarro Discount Pharmacies No. 1, LLC
			4/5/2005		
Navarro	Service Mark, IC 5	2045934 (Reg.)	4/15/1996		Navarro Discount Pharmacies No. 1, LLC
			3/18/1997		
Navarro	Service Mark, IC 35	2098890 (Reg.)	4/15/1996	9/23/2017	Navarro Discount Pharmacies, LLC
			9/23/1997		
Navarro	Service Mark, IC 3	2102864 (Reg.)	5/6/1996	10/1/2017	Navarro Discount Pharmacies, LLC
			10/7/1997		
Navarro Discount Pharmacies & Design	Service Mark, IC 35, 41	3031458 (Reg.)	2/19/2004	First declaration - 2010	Navarro Discount Pharmacies No. 1, LLC
			12/20/2005		
Navarro Discount Pharmacy&Design (color)	Service Mark, IC 35, 41	85266999 (App.)	3/15/2011		Navarro Discount Pharmacies, LLC
Navarro Discount Pharmacy&Design (B&W)	Service Mark, IC 35, 41	85306392 (App.)	4/27/2011		Navarro Discount Pharmacies, LLC
No Pague Precios de Farmacia	Service Mark, IC 35	2585552 (Reg.)	10/15/1996	6/25/2012	Navarro Discount Pharmacies, LLC

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Registration	Type/Class	Reg./ App. No.	Filing Date/ Issue Date	Renewal Date	Owner
			6/25/2002		
Better Selection, Better Prices, Every Day!	Service Mark, IC 35, 41	85264752 (App.)	3/11/2011		Navarro Discount Pharmacies, LLC
¡MEJOR SELECCIÓN, MEJORES PRECIOS, TODOS LOS DÍAS!	Service Mark, IC 35, 41	85264924 (App.)	3/11/2011		Navarro Discount Pharmacies, LLC
Magellan Distribution Solutions	Service Mark, IC 35	85352043 (App.)	6/21/2011		Navarro Discount Pharmacies, LLC
Vida Mia	Service Mark, IC 3, 5, 6, 8, 9, 16, 21, 29, 30, 31, 32, 35	85299680 (App.)	4/20/201		Navarro Discount Pharmacies, LLC
Vidamia	Service Mark, IC 3, 5, 6, 8, 9, 16, 21, 29, 30, 31, 32, 35	85300007 (App.)	4/20/2011		Navarro Discount Pharmacies, LLC

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DOMAIN NAMES

Domains Registered	Expiration	Registrant
Navarro.com	8/9/2013	Navarro Discount Pharmacies, LLC.
Discountpopularfragrances.com	12/15/2011	Navarro Discount Pharmacies, LLC.
Farmaciasnavarro.com	8/2/2012	Navarro Discount Pharmacies, LLC.
Hispanicpharmacy.com	2/1/2012	Navarro Discount Pharmacies, LLC.
Latindrugstore.com	8/20/2012	Navarro Discount Pharmacies, LLC.
Latinpharmacy.com	8/20/2012	Navarro Discount Pharmacies, LLC.
Luxurydiscountfragrances.com	12/15/2011	Navarro Discount Pharmacies, LLC.
Magellandistributionsolutions.com	12/13/2012	Magellan Distributor Solutions
Mifarmacialatina.com	2/2/2012	Navarro Discount Pharmacies, LLC.
Mydiscountfragrances.com	12/15/2011	Navarro Discount Pharmacies, LLC.
Mydiscountperfumes.com	12/15/2011	Navarro Discount Pharmacies, LLC.
Mylatinpharmacy.com	2/2/2012	Navarro Discount Pharmacies, LLC.
Navarrodiscountfragrances.com	12/15/2011	Navarro Discount Pharmacies, LLC.
Navarrofragrances.com	12/15/2011	Navarro Discount Pharmacies, LLC.
Navarroonline.com	7/14/2012	Navarro Discount Pharmacies, LLC.
Navarropharmacies.com	9/28/2012	Navarro Discount Pharmacies,

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Domains Registered	Expiration	Registrant
		LLC.
Navarropharmacies.us	10/19/2012	Navarro Discount Pharmacies, LLC.
Navarropharmacy.com	12/21/2011	Navarro Discount Pharmacies, LLC.
Navarropharmacy.us	10/19/2012	Navarro Discount Pharmacies, LLC.
Navarroquest.com	11/11/2012	Navarro Discount Pharmacies, LLC.
Navarrorx.com	8/2/2012	Navarro Discount Pharmacies, LLC.
Navarrovp.com	3/17/2012	Navarro Discount Pharmacies, LLC.
Navigaterx.com	9/27/2012	NaviGate, RX, LLC
Otchealthsolutions.com	11/22/2012	OTC Health Solutions
Otchealthsolutions.net	11/22/2012	OTC Health Solutions
Otchs.com	11/22/2012	OTC Health Solutions
Otchs.net	11/22/2012	OTC Health Solutions
Vidamart.com	11/11/2012	Navarro Discount Pharmacies, LLC.
Vidamart.com	11/11/2012	Navarro Discount Pharmacies, LLC.
Vidamart.net	11/11/2012	Navarro Discount Pharmacies, LLC.
vidamia.org	6/21/2013	Navarro Discount Pharmacies, LLC.
vidamiaonline.com	6/21/2013	Navarro Discount Pharmacies, LLC.
vidamiaonline.net	6/21/2013	Navarro Discount Pharmacies, LLC.
vidamiaonline.us	6/20/2013	Navarro Discount Pharmacies, LLC.

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### List of Licensed Trademarks

Pursuant to the Pharmacy Provider Agreement by and between International Pharmacy, Inc., d/b/a HealthExtrasRx, and Navarro Discount Pharmacies, LLC, dated March 12, 2003, the Credit Parties have the right to use the name of HealthExtrasRX for advertising that they are a provider of pharmacy services to the HealthExtrasRx Plans and HealthExtrasRx has the right to use the name of Navarro Discount Pharmacies, LLC as a provider of services to HealthExtrasRx Plans.

Pursuant to the Pharmacy Provider Agreement by and between Catalyst Rx and Navarro Discount Pharmacies, LLC, dated December 13, 2004, the Credit Parties have the right to use the name of Catalyst Rx for advertising that they are a provider of pharmacy services to the Catalyst Rx Plans and Catalyst Rx has the right to use the name of Navarro Discount Pharmacies, LLC as a provider of services to Catalyst RX Plans.

Pursuant to the Prescription Drug Agreement between Health Options, Inc. and Navarro Discount Pharmacies, LLC, dated July 1, 1993, the Credit Parties have the right to use the name of Health Options for advertising that they are a provider to Health Options, Inc. Health Options, Inc. may use Navarro Discount Pharmacies, LLC's name in accordance with Health Options, Inc.'s marketing program.

Pursuant to the Pharmacy Provider Agreement by and between aClaim, Inc. ("aClaim") and Navarro Discount Pharmacies, LLC, dated May 19, 2004, the Credit Parties have the right to use the name and logo of the aClaim as well as the address and telephone number for its advertising that they are a provider of covered services for aClaim Members and aClaim has the right to use the name and logo of the Navarro Discount Pharmacies, LLC as well as the address and telephone number for the purpose of informing prospective Members of aClaim's providers.

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