

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
Sina Drug LLC	FORMERLY Sina Drug Corp.	12/06/2013	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Pharmacy Corporation of America
Street Address:	1901 Campus Place
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40299
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4227562	ONCO340B
Registration Number:	4093862	ONCOADVOCATE
Registration Number:	4167932	ONCOCARES
Registration Number:	4167928	ONCOCENTRAL
Registration Number:	4167926	ONCODOSE
Registration Number:	4093937	ONCOMAC
Registration Number:	4227561	ONCOMETRICS
Registration Number:	4227560	ONCOMTM
Registration Number:	4093860	ONCONET
Registration Number:	4093883	ONCOPA
Registration Number:	4093882	ONCOPATHS
Registration Number:	4167925	ONCORX
Registration Number:	4306569	ONCO360
Registration Number:	4093849	ONCOSOURCE

TRADEMARK

Registration Number:	4325811	TRANSPLANT360
Serial Number:	85639049	MS-PATHS
Serial Number:	85639053	MS-SOURCE
Serial Number:	85639054	MS-DOSE
Serial Number:	85841874	ONCOHUB
Serial Number:	85716362	ONCOIMPACT
Serial Number:	85723119	ONCOPRIME

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202 663-7271

Email: thomas.brooke@hklaw.com, ptdocketing@hklaw.com

Correspondent Name: Thomas W. Brooke, Holland & Knight LLP

Address Line 1: 800 17th Street, NW

Address Line 2: Suite 1100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:

112192/95

NAME OF SUBMITTER:

Thomas W. Brooke

Signature:

/Thomas W. Brooke/

Date:

12/19/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 6, 2013, is made by Oncomed Specialty, LLC, a Delaware limited liability company ("Holdco"), and each of its Affiliates and Subsidiaries listed on Exhibit A attached hereto (together with Holdco, each a "Grantor" and, collectively, the "Grantors"), in favor of Pharmacy Corporation of America, a California corporation (together with its successors and assigns, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of December 6, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Holdco and the other Grantors and the Lender; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to the Lender this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

2.1. all of its Trademarks, including those referred to on Schedule 1 hereto;

2.2. all renewals of the foregoing;

2.3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

2.4. all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further that "Trademark Collateral" shall include any Proceeds of any such "intent to use" trademark applications.

3. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Credit Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Lender and the Grantors.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

[Remainder of this page intentionally left blank]

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

GRANTORS:

ONCOMED SPECIALTY, LLC

By: Thomas A. Caneris
Name: Thomas A. Caneris
Title: Vice President and Secretary

SINA DRUG LLC
ONCOMED PHARMACEUTICAL SERVICES OF JERSEY CITY, NEW JERSEY, LLC
ONCOMED PHARMACEUTICAL SERVICES OF MA, LLC

By: Oncomed Specialty, LLC, its Managing-Member

By: Thomas A. Caneris
Name: Thomas A. Caneris
Title: Vice President and Secretary

ONCOMED THE ONCOLOGY PHARMACY OF BUFFALO N.Y., L.L.C.
ONCOMED THE ONCOLOGY PHARMACY OF PHILADELPHIA PA LLC

By: Sina Drug LLC, its Managing-Member

By: Oncomed Specialty, LLC, its Managing-Member

By: Thomas A. Caneris
Name: Thomas A. Caneris
Title: Vice President and Secretary

LENDER:

PHARMACY CORPORATION OF AMERICA

By: Thomas A. Caneris
Name: Thomas A. Caneris
Title: Vice President and Secretary

EXHIBIT A
to
GRANTORS

Oncomed Specialty, LLC, a Delaware limited liability company

Sina Drug LLC, a New York limited liability company

OncoMed Pharmaceutical Services of Jersey City, New Jersey, LLC, a New Jersey limited liability company

OncoMed Pharmaceutical Services of MA, LLC, a Massachusetts limited liability company

OncoMed The Oncology Pharmacy of Buffalo N.Y., L.L.C., a New York limited liability company

OncoMed The Oncology Pharmacy of Philadelphia PA LLC, a Pennsylvania limited liability company

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Filing Date
Sina Drug Corp. (n/k/a Sina Drug LLC)	Onco340B	4,227,562	11/2/2011
Sina Drug Corp. (n/k/a Sina Drug LLC)	OncoADVOCATE	4,093,862	6/27/2011
Sina Drug Corp. (n/k/a Sina Drug LLC)	OncoCARES	4,167,932	11/9/2011
Sina Drug Corp. (n/k/a Sina Drug LLC)	OncoCENTRAL	4,167,928	11/9/2011
Sina Drug Corp. (n/k/a Sina Drug LLC)	OncoDOSE	4,167,926	11/9/2011
Sina Drug Corp. (n/k/a Sina Drug LLC)	OncoMAC	4,093,937	8/15/2011
Sina Drug Corp. (n/k/a Sina Drug LLC)	OncoMETRICS	4,227,561	11/2/2011
Sina Drug Corp. (n/k/a Sina Drug LLC)	OncoMTM	4,227,560	11/2/2011
Sina Drug Corp. (n/k/a Sina Drug LLC)	OncoNET	4,093,860	6/27/2011
Sina Drug Corp. (n/k/a Sina Drug LLC)	OncoPA	4,093,883	6/27/2011
Sina Drug Corp. (n/k/a Sina Drug LLC)	OncoPATHS	4,093,882	6/27/2011
Sina Drug Corp. (n/k/a Sina Drug LLC)	OncoRX	4,167,925	11/9/2011
Sina Drug Corp. (n/k/a Sina Drug LLC)	Onco360	4,306,569	2/24/2012
Sina Drug Corp. (n/k/a Sina Drug LLC)	OncoSOURCE	4,093,849	6/27/2011
Sina Drug Corp. (n/k/a Sina Drug LLC)	Transplant360	4325811	4/30/2012

TRADEMARK APPLICATIONS

Grantor	Mark	Serial No.	Filing Date
Sina Drug Corp. (n/k/a Sina Drug LLC)	MS-PATHS	85639049	9/19/2006
Sina Drug Corp. (n/k/a Sina Drug LLC)	MS-SOURCE	85639053	8/30/2011
Sina Drug Corp. (n/k/a Sina Drug LLC)	MS-DOSE	85639054	11/22/2011
OncoHub.	ONCOHUB	85841874	2/6/2013
Sina Drug Corp. (n/k/a Sina Drug LLC)	ONCOIMPACT	85716362	8/29/2012
Sina Drug Corp. (n/k/a Sina Drug LLC)	ONCOPRIME	85723119	9/7/2012