

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maxor National Pharmacy Services, LLC		01/31/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4317891	MAXORXPRESS	
Registration Number:	3044407	MAXOR	
Registration Number:	2866788	IV SOLUTIONS HOME INFUSION INJECTABLES S	
Registration Number:	2845026	IV SOLUTIONS	
Registration Number:	3730877	AMERICA'S PHARMACY AUDITORS RX	
Registration Number:	3748649	RESPIRATORY DISEASE NETWORK	
Registration Number:	3741749	RESPIRATORY DISEASE NETWORK	
Registration Number:	3626926	COMMUNITY HEALTH PHARMACY	
Registration Number:	3626293	COMPLIANCE COUNTS	
Registration Number:	3537581	MAXOR CLINICAL TRACKS	
Registration Number:	2111958	MAXORPLUS	
Registration Number:	1927951	MAXOR PHARMACIES	
CORRESPONDENCE DATA			

Fax Number: 3125774565

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

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-128
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	02/04/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of January 31, 2014, by MAXOR NATIONAL PHARMACY SERVICES, LLC, a Texas limited liability company ("Grantor"), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of January 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the "Loans").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of January 31, 2014, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit 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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in 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 "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

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

**MAXOR NATIONAL PHARMACY
SERVICES, LLC, a Texas limited liability
company**

By: _____

Name: Jerry L. Havard

Title: Vice President, Chief Financial Officer
and Secretary

Trademark Security Agreement

**TRADEMARK
REEL: 005208 FRAME: 0247**

Agreed and accepted as of
the date first written above:

MADISON CAPITAL FUNDING LLC, as Agent

By: 

Name: Faraaz Kamran





Title: Managing Director


Trademark Security Agreement

TRADEMARK
REEL: 005208 FRAME: 0248

SCHEDULE A

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
MAXORXPRESS	4317891	April 9, 2013	US
MAXOR 	3044407	January 17, 2006	US
IV SOLUTIONS HOME INFUSION INJECTABLES SPECIALTY PRODUCTS 	2866788	July 27, 2004	US
IV SOLUTIONS	2845026	May 25, 2004	US
AMERICA'S PHARMACY AUDITORS RX 	3730877	December 29, 2009	US
RESPIRATORY DISEASE NETWORK	3748649	February 16, 2010	US
RESPIRATORY DISEASE NETWORK 	3741749	January 26, 2010	US

Trademark	Registration Number	Registration Date	Jurisdiction
COMMUNITY HEALTH PHARMACY 	3626926	May 26, 2009	US
COMPLIANCE COUNTS	3626293	May 26, 2009	US
MAXOR CLINICAL TRACKS	3537581	November 25, 2008	US
MAXORPLUS	2111958	November 11, 1997	US
MAXOR PHARMACIES	1927951	October 17, 1995	US

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
None			