

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wellfount, Corporation		03/25/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deerfield Private Design Fund II, L.P.		
Street Address:	780 Third Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	Deerfield Private Design International II, L.P.		
Street Address:	780 Third Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED PARTNERSHIP: BRITISH VIRGIN ISLANDS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4150057	WELLFOUNT	
Registration Number:	4153593	TED RX	
Registration Number:	4153592	TED RX	
Registration Number:	3497965	SCRIPT EASE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	333285-100		

CH \$115.00 4150057

NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	04/01/2014
Total Attachments: 10 source=Intellectual Property Security Agreement#page1.tif source=Intellectual Property Security Agreement#page2.tif source=Intellectual Property Security Agreement#page3.tif source=Intellectual Property Security Agreement#page4.tif source=Intellectual Property Security Agreement#page5.tif source=Intellectual Property Security Agreement#page6.tif source=Intellectual Property Security Agreement#page7.tif source=Intellectual Property Security Agreement#page8.tif source=Intellectual Property Security Agreement#page9.tif source=Intellectual Property Security Agreement#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is entered into as of the 25th day of March, 2014 by and between DEERFIELD PRIVATE DESIGN FUND II, L.P., DEERFIELD PRIVATE DESIGN INTERNATIONAL II, L.P. (collectively, the "Lenders"), and WELLFOUNT, CORPORATION., a Delaware corporation, (the "Grantor").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Facility Agreement by and between the Lenders and Grantor, dated the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to the Borrower, but only upon the condition, among others, that Grantor shall grant to the Lenders, a security interest in its Intellectual Property, including certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure its obligations under the Loan Agreement and Security Agreement.

B. Pursuant to the terms of the Security Agreement, Grantor has granted to the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Security Agreement and Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Security Agreement and Loan Agreement, Grantor grants and pledges to the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

Intellectual Property Security Agreement

2079667v2

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. These security interests are granted in conjunction with the security interests granted to the Lenders, under the Security Agreement. The rights and remedies of Lenders with respect to the security interests granted hereby are in addition to those set forth in the Loan Agreement and Security Agreement, and those which are now or hereafter available to Lenders as a matter of law or equity. Each right, power and remedy of Lenders provided for herein or in the Loan Agreement or Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lenders of any one or more of the rights, powers or remedies provided for in this IP Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lenders, of any or all other rights, powers or remedies.

3. This IP Security Agreement is a Loan Document. This IP Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same IP Security Agreement. Delivery of an executed counterpart of this IP Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this IP Security Agreement. Any party delivering an executed counterpart of this IP Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this IP Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this IP Security Agreement.

4. THIS IP SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 6.4 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this IP Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WELLFOUNT, CORPORATION,
a Delaware corporation

By: 

Name: Eric Orme
Title: President and CEO

Grantor Contact Information:

5751 W. 73rd Street
Indianapolis, IN 46279
Attn: Eric Orme, CEO, President
Facsimile: (317) 755-1226
E-Mail: eorme@wellfount.com

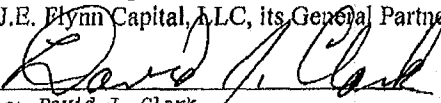
[Signatures Continue on Following Page]

LENDERS:

DEERFIELD PRIVATE DESIGN FUND II, L.P.

By: Deerfield Mgmt., L.P., its General Partner

By: J.E. Flynn Capital, LLC, its General Partner

By: 

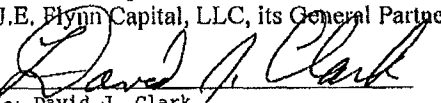
Name: David J. Clark

Title: Authorized Signatory

DEERFIELD PRIVATE DESIGN INTERNATIONAL
II, L.P.

By: Deerfield Mgmt., L.P., its General Partner

By: J.E. Flynn Capital, LLC, its General Partner

By: 

Name: David J. Clark

Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

TM/SN/RN/Disclaimer	Brief Goods/Services	Owner	Status/Key Dates
<p>WELLFOUNT</p> <p>WELLFOUNT</p> <p>SN:85-439442 RN:4,150,057</p>	<p>(Int'l Class: 35) Administering pharmacy reimbursement programs and services; pharmaceutical services, namely, processing online and telephone prescription orders in retail and central fill pharmacies</p>	<p>Wellfount, Corporation, Dba Wellfount Pharmacy (Delaware Corp.) 5751 West 73rd Street Indianapolis, Indiana 46278</p>	<p>Registered May 29, 2012</p> <p>Int'l Class: 35 First Use: February 24, 2006 Filed: October 5, 2011 Published: March 13, 2012</p>
<p>TED RX and Design</p>  <p>SN:85-439447 RN:4,153,593 Disclaimer: "RX"</p>	<p>(Int'l Class: 35) Administering pharmacy reimbursement programs and services; pharmaceutical services, namely, processing online and telephone prescription orders in retail and central fill pharmacies</p>	<p>Wellfount, Corporation, Dba Wellfount Pharmacy (Delaware Corp.) 5751 West 73rd Street Indianapolis, Indiana 46278</p>	<p>Registered June 5, 2012</p> <p>Int'l Class: 35 First Use: September 15, 2011 Filed: October 5, 2011 Published: March 20, 2012</p>
<p>TED RX</p> <p>TED RX</p> <p>SN:85-439444 RN:4,153,592 Disclaimer: "RX"</p>	<p>(Int'l Class: 35) Administering pharmacy reimbursement programs and services; pharmaceutical services, namely, processing online and telephone prescription orders in retail and central fill pharmacies</p>	<p>Wellfount, Corporation, Dba Wellfount Pharmacy (Delaware Corp.) 5751 West 73rd Street Indianapolis, Indiana 46278</p>	<p>Registered June 5, 2012</p> <p>Int'l Class: 35 First Use: September 15, 2011 Filed: October 5, 2011 Published: March 20, 2012</p>
<p>SCRIPT EASE</p> <p>SCRIPT EASE</p> <p>SN:77-242329 RN:3,497,965</p>	<p>(Int'l Class: 5) Containers in the nature of plastic slide blisters and cardboard backing filled with pharmaceutical preparations for the prevention and treatment of autoimmune disease, cardiac disease, endocrine disease, gastrointestinal disease, genetic disease, hematological disease, infectious disease, neurologic disease, oncologic disease, perinatal...</p>	<p>Wellfount, Corporation (Delaware Corp.)</p>	<p>Registered September 9, 2008</p> <p>Int'l Class: 5 First Use: September 18, 2006 Filed: July 30, 2007 Published: June 24, 2008</p>

The Grantor currently also relies on common law trademark rights for its WELLFOUNT PHARMACY trademark.

EXHIBIT D

Mask Works

None.

Intellectual Property Security Agreement

2079667v2

RECORDED: 04/01/2014

**TRADEMARK
REEL: 005248 FRAME: 0943**