

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300208

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Catamaran PBM of Colorado, LLC		03/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as agent		
<b>Street Address:</b>	10 South Dearborn		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2396009	BENESCRIP	
<b>Registration Number:</b>	2633868	HEALTHTRANS	
<b>Registration Number:</b>	3617677	HEALTHTRANSITIONS	
<b>Registration Number:</b>	3041750	HEALTHTRANS	
<b>Registration Number:</b>	3942071	SCRIPTREWARDS	
<b>Registration Number:</b>	4172384	BIGAPPLERX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312 558-6352		
<b>Email:</b>	lkonrath@winston.com		
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 W Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP, Suite 4200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	18103-392		
<b>NAME OF SUBMITTER:</b>	Laura Konrath		
<b>SIGNATURE:</b>	/Laura Konrath/		

CH \$165.00 2396009

<b>DATE SIGNED:</b>	04/03/2014
---------------------	------------

**Total Attachments: 6**

source=JPMCatamaranSecInterestTMCatarmanPBMCOLORADO#page1.tif

source=JPMCatamaranSecInterestTMCatarmanPBMCOLORADO#page2.tif

source=JPMCatamaranSecInterestTMCatarmanPBMCOLORADO#page3.tif

source=JPMCatamaranSecInterestTMCatarmanPBMCOLORADO#page4.tif

source=JPMCatamaranSecInterestTMCatarmanPBMCOLORADO#page5.tif

source=JPMCatamaranSecInterestTMCatarmanPBMCOLORADO#page6.tif

**GRANT OF SECURITY INTEREST IN  
TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 21, 2014, is made by CATAMARAN PBM OF COLORADO, LLC (f/k/a HealthTran LLC), a Delaware limited liability company (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the equal and ratable benefit of the Secured Creditors (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

The Grantor has executed and delivered that certain Security Agreement, dated as of July 2, 2012, in favor of the Collateral Agent for the equal and ratable benefit of the Secured Creditors (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “Security Agreement”). The Grantor has pledged and granted to the Collateral Agent a continuing security interest in all intellectual property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of Collateral Agent, as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement or Credit Agreement referred to therein.

2. **Grant of Security Interest.** (a) This Agreement is made to secure the satisfactory performance and payment of all of (i) the Secured Obligations, (ii) the obligations and liabilities of the Borrower under the Parent Guaranty and (iii) the obligations and liabilities of the Subsidiary Guarantors under the Subsidiary Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Collateral Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.

(b) The Grantor hereby pledges and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Creditors, a lien in and security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (i) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule A, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world (the “Trademarks”).

3. **Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions

thereof. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK, BUT OTHERWISE WITHOUT REGARD TO THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CATAMARAN PBM OF COLORADO, LLC

By: 

Name: Mark Alan Thierer

Title: President & Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By:   
Name: Bill O'Leary  
Title: Managing Director

Schedule A

U.S. Trademark Registrations; Foreign Trademark Registrations; U.S. Trademark Applications;  
Foreign Trademark Applications; Trademark Licenses

**Federal Trademarks/State Trademarks**

<b>No.</b>	<b>Mark</b>	<b>App. No./ App. Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner</b>
1.	BENESCRIP BENESCRIP	75865941 07-DEC-1999	2396009 17-OCT- 2000	Catamaran PBM of Colorado, LLC
2.	HEALTHTRAN S HEALTHTRANS	75850236 06-DEC-1999	2633868 15-OCT- 2002	Catamaran PBM of Colorado, LLC
3.	HEALTHTRAN SITIONS HEALTHTRANSITIONS	78940970 31-JUL-2006	3617677 05-MAY- 2009	Catamaran PBM of Colorado, LLC
4.	HEALTHTRAN S HEALTHTRANS	78549538 18-JAN-2005	3041750 10-JAN- 2006	Catamaran PBM of Colorado, LLC
5.	SCRIPTREWAR DS SCRIPTREWARDS	78940965 31-JUL-2006	3942071 05-APR- 2011	Catamaran PBM of Colorado, LLC
6.	BIGAPPLERX BIGAPPLERX	85177231 15-NOV-2010	4172384 10-JUL- 2012	Catamaran PBM of Colorado, LLC
7.	HEALTHTRAN S ACCESS	N/A	62-0149 17-SEP- 2009	Catamaran PBM of Colorado, LLC

No.	Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner
	State: Louisiana			