

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cubex LLC		04/15/2014	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	HUNTINGTON CAPITAL FUND III, L.P.		
Street Address:	3636 Nobel Drive		
Internal Address:	Suite 401		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4443718	QBUD	
Registration Number:	4440210	CUBEXRX	
Registration Number:	3647165	CUBEX	
Registration Number:	3601348	CUBEX	
Registration Number:	3527271	VSUPPLY	
Serial Number:	86163751	QMED	
Serial Number:	86163764	QMEDRX	
Serial Number:	86190943	MYQLINK	
Serial Number:	86200757	SUPPLYBANK	
Serial Number:	86200774	MEDFLEX	
Serial Number:	86200794	MEDBANK	
Serial Number:	86200821	CRX	
Serial Number:	86200834	QLOCK	
CORRESPONDENCE DATA			
Fax Number:	8015311929		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	801-994-4646		
TRADEMARK			

OP \$340.00 4443718

Email: docket@kunzlerlaw.com
Correspondent Name: Michele Danton
Address Line 1: 8 East Broadway, Suite 600
Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER: Michele Danton

SIGNATURE: /Michele Danton/

DATE SIGNED: 04/15/2014

Total Attachments: 4

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CUBEX LLC INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is entered into as of April 15, 2014 by and between HUNTINGTON CAPITAL FUND III, L.P., as Lender pursuant to (and as described in) the Loan Agreement (defined below) ("Lender") and Cubex LLC ("Borrower").

WHEREAS, Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower, dated of even date herewith (as amended from time to time and including each document referenced therein, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender, a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and other rights now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan 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 Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

Address of Borrower:

1215 W Rio Salado Parkway, Suite 205,
Tempe, AZ 85281
Attention: Anton Visser
Fax:

BORROWER:

CUBEX SEC

By: 

Name: ANTON VISSER

Title: MANAGER

Address of Lender:

3636 Nobel Drive, Suite 401
San Diego, CA 92122
Attention: Tim Bubnack
Fax: (858) 259-0074

LENDER:

HUNTINGTON CAPITAL FUND III, L.P., a
Delaware limited partnership

By:

Its:

By: _____

Name: _____

Title: _____

Cubex Loan Agreement

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

Address of Borrower:

1215 W Rio Salado Parkway, Suite 205,
Tempe, AZ 85281
Attention: Anton Visser
Fax:

BORROWER:

CUBEX LLC

By: _____

Name: _____

Title: _____

Address of Lender:

3636 Nobel Drive, Suite 401
San Diego, CA 92122
Attention: Tim Bubnack
Fax: (858) 259-0074

LENDER:

HUNTINGTON CAPITAL FUND III, L.P., a
Delaware limited partnership

By: HFMC III, LLC

Its: General Partner

By:  _____

Name: Frank Mora

Title: Member

Cubex Loan Agreement

TRADEMARK
REEL: 005261 FRAME: 0277

EXHIBIT A - IP SECURITY AGREEMENT

Copyrights

None.

EXHIBIT B - IP SECURITY AGREEMENT

Patents

None.

EXHIBIT C - IP SECURITY AGREEMENT

Trademarks

Case Ref.	Owner	Country	Title	Official No.	Case Status	Property Type	International Classes
021794-0422177	Cubex, LLC	United States of America	QBUD	4443718	Registered	Trademark	09
021794-0422179	Cubex, LLC	United States of America	CUBEXRX	4440210	Registered	Trademark	09
021794-0422180	Cubex, LLC	United States of America	CUBEX	3647165	Registered	Trademark	35
021794-0422181	Cubex, LLC	United States of America	CUBEX	3601348	Registered	Trademark	09
021794-0422182	VSUPPLY LLC	United States of America	VSUPPLY	3527271	Registered	Trademark	35
021794-0429435	Cubex	United States of America	QMED	86/163751	Pending	Trademark	09
021794-0429436	Cubex	United States of America	QMEDRX	86/163764	Pending	Trademark	09
021794-0430092	Cubex, LLC	United States of America	MYQLINK	86/190943	Pending	Trademark	09
021794-0430287	Cubex, LLC	United States of America	SUPPLYBANK	86/200757	Pending	Trademark	09
021794-0430289	Cubex, LLC	United States of America	MEDFLEX	86/200774	Pending	Trademark	09
021794-0430290	Cubex, LLC	United States of America	MEDBANK	86/200794	Pending	Trademark	09
021794-0430293	Cubex, LLC	United States of America	CRX	86/200821	Pending	Trademark	09
021794-0430298	Cubex, LLC	United States of America	QLOCK	86/200834	Pending	Trademark	09