

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM316182

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FFP Holdco, LLC		09/04/2014	LIMITED LIABILITY COMPANY: FLORIDA
FFP, LLC		09/04/2014	LIMITED LIABILITY COMPANY: FLORIDA
FFP Acquisition I, LLC		09/04/2014	LIMITED LIABILITY COMPANY: FLORIDA
FFP Acquisition II, LLC		09/04/2014	LIMITED LIABILITY COMPANY: FLORIDA
Factor Support Network Pharmacy, Inc.		09/04/2014	CORPORATION: CALIFORNIA
Xirtam, LLC		09/04/2014	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3770308	FACTORRX SUPPORT NETWORK

CORRESPONDENCE DATA

Fax Number: 4044435697

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

Phone: 404-443-5702

Email: lallen@mcguirewoods.com

Correspondent Name: Gerum Yilma, Esq.

Address Line 1: McGuireWoods LLP

Address Line 2: 1230 Peachtree Street, N.E., Ste. 2100

Address Line 4: Atlanta, GEORGIA 30309

TRADEMARK

ATTORNEY DOCKET NUMBER:	2060236-0102 MATRIX
NAME OF SUBMITTER:	Latosha E. Allen
SIGNATURE:	/Latosha E. Allen/
DATE SIGNED:	09/05/2014
Total Attachments: 6 source=Matrix-Trademark Security Agreement #page1.tif source=Matrix-Trademark Security Agreement #page2.tif source=Matrix-Trademark Security Agreement #page3.tif source=Matrix-Trademark Security Agreement #page4.tif source=Matrix-Trademark Security Agreement #page5.tif source=Matrix-Trademark Security Agreement #page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 4, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of September 4, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among FFP Holdco, LLC, a Florida limited liability company ("FFP Holdco"), FFP, LLC, a Florida limited liability company ("FFP"), FFP Acquisition I, LLC, a Florida limited liability company ("FFP I"), FFP Acquisition II, LLC, a Florida limited liability company ("FFP II"), Factor Support Network Pharmacy, Inc., a California corporation ("FSNP" and, together with FFP Holdco, FFP, FFP I and FFP II, the "Borrowers" and each a "Borrower"), Xirtam LLC, a Florida limited liability company ("Holdings"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Amended and Restated Guaranty and Security Agreement of even date herewith in favor of Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of Grantors are party to the Guaranty and Security Agreement pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

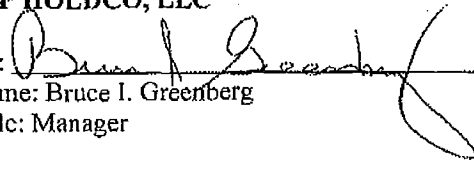
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

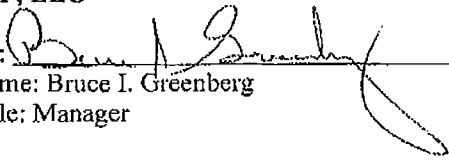
[Signature pages follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

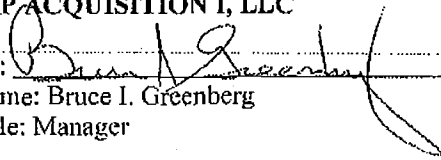
FFP HOLDCO, LLC

By: 
Name: Bruce I. Greenberg
Title: Manager

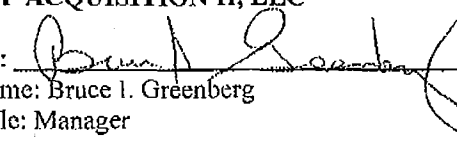
FFP, LLC

By: 
Name: Bruce I. Greenberg
Title: Manager

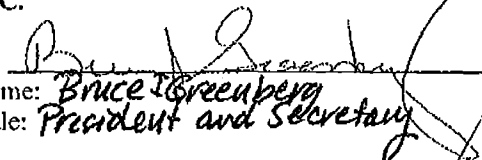
FFP ACQUISITION I, LLC

By: 
Name: Bruce I. Greenberg
Title: Manager

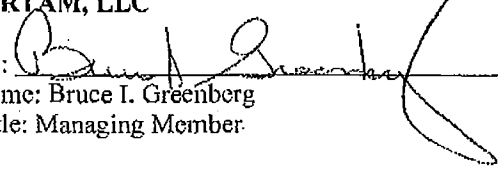
FFP ACQUISITION II, LLC

By: 
Name: Bruce I. Greenberg
Title: Manager

**FACTOR SUPPORT NETWORK PHARMACY,
INC.**

By: 
Name: *Bruce I. Greenberg*
Title: *President and Secretary*

XIRTAM, LLC

By: 
Name: Bruce I. Greenberg
Title: Managing Member

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD

On this 26 day of AUGUST, 2014 before me personally appeared Bruce F. Greenberg, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each entity listed above, who being by me duly sworn did depose and say that he is an authorized officer of said entities, that the said instrument was signed on behalf of said entities as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said entity.

Stacy Krampat
Notary Public
STACY KRAMPAT



Trademark Security Agreement
Signature Page

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Verleria King-Jones
Name: Verleria King-Jones
Title: Duly Authorized Signatory

Trademark Security Agreement
Signature Page

TRADEMARK
REEL: 005357 FRAME: 0654

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Registered trademark for "Factorx Support Network" under Registration Number 3,770,308 registered April 6, 2010.



2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.