

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317401

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Patents and Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank N.A., as Collateral Agent		09/17/2014	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	PharMerica Technology Solutions, LLC
Street Address:	1901 Campus Place
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40299
Entity Type:	CORPORATION: DELAWARE
Name:	ChemRx Pharmacy Services, LLC
Street Address:	1901 Campus Place
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40299
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	PharMerica Corporation
Street Address:	1901 Campus Place
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40299
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1554991	
Registration Number:	3668760	COMPUTRAN
Registration Number:	3666207	CONSULTPRO
Registration Number:	3635311	CONSULTWARE
Registration Number:	3079570	IT'S MORE THAN JUST FILLING PRESCRIPTION
Registration Number:	3161289	MEDMATE
Registration Number:	3464646	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3656001	
Registration Number:	3066406	ONE PRESCRIPTION AT A TIME, ONE PERSON A
Registration Number:	1528564	PHARMACY CORPORATION OF AMERICA
Registration Number:	2304597	PHARMERICA
Registration Number:	3139556	PHARMERICA FORECASTER
Registration Number:	3463909	VALUE. TRUST. PERFORMANCE.
Registration Number:	3651627	VALUE. TRUST. PERFORMANCE.
Registration Number:	3825885	VIEWMASTERX
Registration Number:	2992983	
Registration Number:	3368772	CHEM RX
Serial Number:	85234413	A PRESCRIPTION FOR LONG-TERM CARE SUCCES
Serial Number:	85234456	A PRESCRIPTION FOR SUCCESS.
Serial Number:	85251946	EZ-MAR
Serial Number:	85230378	EZ-ORDER
Serial Number:	85223171	RXALLOW
Serial Number:	85213887	RXEXACT
Serial Number:	85085171	RXFORECASTER
Serial Number:	85254640	STAR (STRATEGIC TREND ANALYSIS REPORT)
Serial Number:	77644549	PCA PHARMACY CORPORATION OF AMERICA

CORRESPONDENCE DATA

Fax Number: 9192868199
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: 919 286-8000
Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4900
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	09/18/2014

Total Attachments: 8
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RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this "Release") is made as of September, 17, 2014, by Citibank N.A., in its capacity as collateral agent (in such capacity, the "Collateral Agent") pursuant to the Guarantee and Collateral Agreement dated as of May 2, 2011, among PharMerica Corporation, a Delaware corporation (the "Borrower"), Collateral Agent and others party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), in favor of Borrower, PharMerica Technology Solutions, LLC, a Delaware corporation, and ChemRx Pharmacy Services, LLC, a Delaware limited liability company (collectively with the Borrower, the "Loan Parties"). Capitalized terms used but not otherwise defined herein have the meanings set forth in the Collateral Agreement or IP Security Agreement (defined herein).

WHEREAS, pursuant to the terms and conditions of the Collateral Agreement and the Patent and Trademark Security Agreement dated as of May 2, 2011, among the Loan Parties and Collateral Agent (the "IP Security Agreement"), the Loan Parties collaterally assigned and pledged to the Collateral Agent for the benefit of the Secured Parties (as defined in the Credit Agreement), and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, and a right of setoff against, and agreed to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand (the "Security Interest"), all of the Loan Parties' right, title and interest in, to and under the Patent and Trademark Collateral, including the Patents set forth on Schedule I hereto and all Proceeds (having the meaning assigned to such term in Section 9-102 of the New York UCC) of any and all of the foregoing (collectively, the "Patent Collateral") including the Trademarks set forth on Schedule II hereto and all Proceeds of any and all of the foregoing (collectively, the "Trademark Collateral");

WHEREAS the IP Security Agreement has been recorded with the Assignment Division of the U.S. Patent and Patent Office ("USPTO") on May 4, 2011 at Reel 026217 and Frame 0036 and at Reel 4533 Frame 0869; and

WHEREAS, the Collateral Agent acknowledges full performance of the Obligations under the Collateral Agreement and accordingly has agreed to release its Security Interest in the Patent and Trademark Collateral and all Proceeds relating thereto, including as set forth in Schedule I hereto and Schedule II hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, cancels, discharges and releases to the Loan Parties any and all goodwill, rights, title, interest, liens and security interests it has against the Patent and Trademark Collateral and Proceeds of the foregoing, including, but not limited to, the Security Interest in the Patent and Trademark Collateral and Proceeds of the foregoing, without any warranty or recourse.

If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Patent and Trademark Collateral or Proceeds of the foregoing, it hereby re-assigns and

re-transfers such rights, title or interest to the respective Loan Parties, including, but not limited to, any and all rights to sue for and collect damages for past infringements.

The Collateral Agent hereby authorizes the Loan Parties, or the Loan Parties' authorized representatives to: (a) record this Release with the USPTO and/or any other applicable governmental office or Agency, and (b) file UCC financing statement amendments with the applicable filing office in order to effectuate the release of the security interest of the Collateral Agent in the Patent and Trademark Collateral and Proceeds of the foregoing.

The Collateral Agent agrees take all further actions, and provide to the Loan Parties and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Loan Parties to more fully and effectively effectuate the purposes of this Release, all at the expense of the Loan Parties.

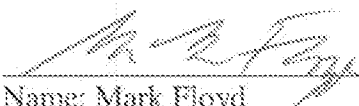
This Release shall be construed in accordance with and governed by the law of the State of New York.

(signature page follows)

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

CITIBANK, N.A.,
as Collateral Agent

By: _____


Name: Mark Floyd

Title: Vice President

{Patents and Trademarks Release Signature Page}

TRADEMARK
REEL: 005365 FRAME: 0202

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

[See attached].

SCHEDULE I

U.S. PATENTS OWNED

U.S. Patent Registrations

<u>Company</u>	<u>Patent Numbers</u>	<u>Issue Date</u>
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U.S. Patent Applications





<u>Company</u>	<u>Title</u>	<u>Patent Application No.</u>	<u>Filing Date</u>
PharMerica Technology Solutions, LLC	Method and apparatus for managing drug inventory at point of care	10/848,157	5/19/04

SCHEDULE II
to
RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

[See attached].

U.S. TRADEMARKS

U.S. Trademark Registrations

<u>Company</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
PharMerica Corporation	4 Crossed Hands (design) 	09-05-1989	1,554,991
PharMerica Corporation	COMPUTRAN	08-18-2009	3,668,760
PharMerica Corporation	CONSULTPRO	08-11-2009	3,666,207
PharMerica Corporation	CONSULTWARE	06-09-2009	3,635,311
PharMerica Corporation	IT'S MORE THAN JUST FILLING PRESCRIPTIONS, IT'S A FULFILLING CAREER	04-11-2006	3,079,570
PharMerica Corporation	MEDMATE	10-24-2006	3,161,289
PharMerica Corporation	Pill logo (design) 	07-08-2008	3,464,646
PharMerica Corporation	Pill logo (design) 	07-14-2009	3,656,001
PharMerica Corporation	ONE PRESCRIPTION AT A TIME, ONE PERSON AT A TIME	03-07-2006	3,066,406
PharMerica Corporation	PHARMACY CORPORATION OF AMERICA	03-07-1989	1,528,564
PharMerica Corporation	PHARMERICA	12-28-1999	2,304,597
PharMerica Corporation	PHARMERICA FORECASTER (plus design) 	09-05-2006	3,139,556
PharMerica Corporation	VALUE. TRUST. PERFORMANCE.	07-08-2008	3,463,909
PharMerica Corporation	VALUE. TRUST. PERFORMANCE.	07-07-2009	3,651,627
PharMerica Corporation	VIEWMASTERX	07-27-2010	3,825,885
PharMerica Corporation	**DESIGN ONLY**	09-06-2005	2,992,983
Chem RX Pharmacy Services, LLC	CHEM RX	01-15-2008	3368772

U.S. Trademark Applications

<u>Company</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
PharMerica Corporation	A PRESCRIPTION FOR LONG-TERM CARE SUCCESS	02-04-2011	85/234,413
PharMerica Corporation	A PRESCRIPTION FOR SUCCESS	02-04-2011	85/234,456
PharMerica Corporation	EZ-MAR	02-25-2011	85/251,946
PharMerica Corporation	EZORDER	01-31-2011	85/230,378
PharMerica Corporation	RXALLOW	01-21-2011	85/223,171
PharMerica Corporation	RXEXACT	01-10-2011	85/213,887
PharMerica Corporation	RXFORECASTER	07-15-2010	85/085,171
PharMerica Corporation	STAR (STRATEGIC TREND ANALYSIS REPORT)	03-01-2011	85/254,640
PharMerica Corporation	PCA PHARMACY CORPORATION OF AMERICA (plus design)	01-07-2009	77/644,549 ²

