

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chem Rx Pharmacy Services, LLC		09/17/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	901 Main Street		
Internal Address:	Mail Code: TX-492-14-06		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3368772	CHEM RX	
Serial Number:	86206454	CHEM PLUS	
Serial Number:	86206450	CHEMLINK	
Serial Number:	86206445	CHEM RX	
Serial Number:	86206414	CHEM RX PHARMACY SERVICES, LLC	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>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.</i>			
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/		

OP \$140.00 3368772

DATE SIGNED:	09/18/2014
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Total Attachments: 5
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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of September 17, 2014 (this "Agreement"), among Chem Rx Pharmacy Services, LLC, as a Subsidiary Loan Party and BANK OF AMERICA, N.A. ("Bank of America"), as Collateral Agent.

Reference is made to (a) the Credit Agreement dated as of September 17, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto, Bank of America, as Administrative Agent, and the other parties thereto, and (b) the Guarantee and Collateral Agreement dated as of September 17, 2014 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Subsidiaries of the Borrower party thereto and Bank of America, as Collateral Agent (the "Collateral Agent"). The Lenders have agreed to extend credit to the Borrower and the Issuing Banks have agreed to issue Letters of Credit, in each case, subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit and of the Issuing Banks to issue such Letters of Credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties will derive substantial benefits from the extensions of credit and the issuance of Letters of Credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Issuing Banks to issue such Letters of Credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Loan Parties on the signature pages hereto, pursuant to the Collateral Agreement, did and hereby does assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Loan Party or in which such Loan Party now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those registered Patents (as defined in the Collateral Agreement) and Patent applications listed on Schedule I (the "Patents");

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, and all extensions or renewals thereof, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions, or renewals thereof, including those United States registered Trademarks (as defined in the Collateral Agreement) and Trademark applications listed on Schedule II (the "Trademarks"); and

(d) all goodwill associated with the Trademarks or symbolized thereby.

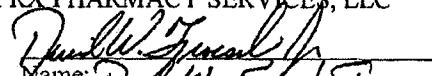
SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Loan Party hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trademark Security Agreement as of the day and year first above written.

CHEM RX PHARMACY SERVICES, LLC

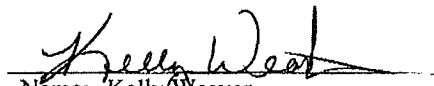
By:


Name: *David W. Fropst, Sr.*
Title: *EV, CFO & Treasurer*

(Signature page to PharMerica Corporation Patent and Security Agreement – ChemRX Pharmacy Services, LLC)

TRADEMARK
REEL: 005365 FRAME: 0627

BANK OF AMERICA, N.A., as Collateral Agent,

By: 
Name: Kelly Weaver
Title: Assistant Vice President

(Signature page to PharMerica Corporation Patent and Security Agreement – Chem Rx Pharmacy Services, LLC)

SCHEDULE II

Registered Mark

Mark	Reg. No.	Reg. Date
CHEM RX	3368772	01/15/08

Pending Applications

Mark	Appl. No.	Filing Date
CHEM PLUS	86206454	02/27/14
CHEMLINK	86206450	02/27/14
CHEM RX	86206445	02/27/14
CHEM RX PHARMACY SERVICES, LLC and Design	86206414	02/27/14

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