

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PharMerica Corporation		09/17/2014	CORPORATION: 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: 20			
Property Type	Number	Word Mark	
Registration Number:	4568715	RXNOW	
Registration Number:	4500114	RXFORECASTER	
Registration Number:	4432847	EZ-ORDER	
Registration Number:	4120643	STAR (STRATEGIC TREND ANALYSIS REPORT)	
Registration Number:	4104283	RXALLOW	
Registration Number:	4006121	RXEXACT	
Registration Number:	3825885	VIEWMASTERX	
Registration Number:	3668760	COMPUTRAN	
Registration Number:	3666207	CONSULTPRO	
Registration Number:	3651627	VALUE. TRUST. PERFORMANCE.	
Registration Number:	3635311	CONSULTWARE	
Registration Number:	3463909	VALUE. TRUST. PERFORMANCE.	
Registration Number:	3161289	MEDMATE	
Registration Number:	2304597	PHARMERICA	
Registration Number:	1554991		
Registration Number:	1528564	PHARMACY CORPORATION OF AMERICA	
Serial Number:	86075857	PHARMERICA VALUE. TRUST. PERFORMANCE.	
Serial Number:	86068235	TRANSITIONSCRIPTS	
Serial Number:	86068230	TAKEHOMERX	
TRADEMARK			

OP \$515.00 4568715

Property Type	Number	Word Mark
Serial Number:	85251946	EZ-MAR
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/	
DATE SIGNED:	09/18/2014	
Total Attachments: 5		
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source=Pharmerica Grant#page5.tif		

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of September 17, 2014 (this "Agreement"), among PharMerica Corporation (the "Borrower") 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.

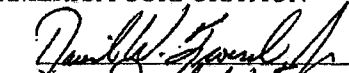
SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Loan Party hereby acknowledges and affirms that the rights 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.

PHARMERICA CORPORATION

By:

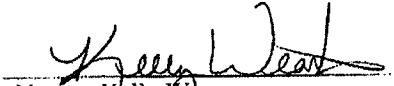

Name: Daniel W. Froust, Jr.
Title: EVP, CFO & Treasurer

(Signature page to PharMerica Corporation Patent and Security Agreement – PharMerica Corporation)

TRADEMARK
REEL: 005365 FRAME: 0634

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 – PharMerica, Inc.)

TRADEMARK
REEL: 005365 FRAME: 0635

SCHEDULE II

Registered Marks

Mark	Reg. No.	Reg. Date
RXNOW	4568715	07/15/14
RXFORECASTER	4500114	03/25/14
EZ-ORDER	4432847	11/12/13
STAR (STRATEGIC TREND ANALYSIS REPORT)	4120643	04/03/12
RXALLOW	4104283	02/28/12
RXEXACT	4006121	08/02/11
VIEWMASTERX	3825885	07/27/10
COMPUTRAN	3668760	08/18/09
CONSULTPRO	3666207	08/11/09
VALUE. TRUST. PERFORMANCE.	3651627	07/07/09
CONSULTWARE	3635311	06/09/09
VALUE. TRUST. PERFORMANCE.	3463909	07/08/08
MEDMATE	3161289	10/24/06
PHARMERICA	2304597	12/28/99
Design only	1554991	09/05/89
PHARMACY CORPORATION OF AMERICA	1528564	03/07/89

Pending Applications

Mark	Appl. No.	Filing Date
PHARMERICA VALUE. TRUST. PERFORMANCE. and Design	86075857	09/26/13
TRANSITIONSCRIPTS	86068235	09/18/13
TAKEHOMERX	86068230	09/18/13
EZ-MAR	85251946	02/25/11

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