

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322420

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Patent and Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Millennium Pharmacy Systems, Inc.		10/27/2014	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	901 Main Street
<b>Internal Address:</b>	Mail Code: TX1-492-14-06
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	national banking association: UNITED STATES

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3816972	M
Registration Number:	3790250	MPSRX
Registration Number:	3789962	MPSRX
Registration Number:	3774781	FINALLY, A PHARMACY SERVICE THAT DELIVER
Registration Number:	3770799	PHARMACY BEDSIDE
Registration Number:	3770798	PHARMACY WINDOW
Registration Number:	3770796	PHARMACY RESPONSE
Registration Number:	3770784	PHARMACY REPORTS & RECORDS DESK
Registration Number:	3770775	RX JUST-IN-TIME DISPENSING
Registration Number:	3723301	MPACT
Registration Number:	3716187	MPSRX
Registration Number:	3716186	MPSRX
Registration Number:	3706226	MPSRX
Registration Number:	2819177	M P S R X

## 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.*

TRADEMARK

**Phone:** 919 286-8000  
**Email:** PTO\_TMconfirmation@mvalaw.com  
**Correspondent Name:** MOORE & VAN ALLEN PLLC  
**Address Line 1:** 3015 CARRINGTON MILL BOULEVARD  
**Address Line 2:** SUITE 400  
**Address Line 4:** MORRISVILLE, NORTH CAROLINA 27560

**ATTORNEY DOCKET NUMBER:** 017625-4900

**NAME OF SUBMITTER:** John E. Slaughter

**SIGNATURE:** /John E. Slaughter/

**DATE SIGNED:** 11/06/2014

**Total Attachments: 6**

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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of October 27, 2014 (this "Agreement"), among Millennium Pharmacy Systems, Inc., 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 PharMerica Corporation, as 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 Party 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, 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.

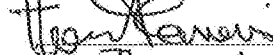
SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Loan Party hereby acknowledges and affirms that the rights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

MILLENNIUM PHARMACY SYSTEMS,  
INC., a Delaware corporation

By:

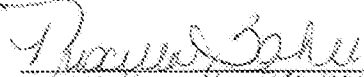


Name: Thomas A. Carver

Title: Secretary

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

By:



Name: Patricia Baker

Title: Assistant Vice President

[Signature page to Millennium Pharmacy Systems, Inc. Patent and Trademark Security Agreement]

SCHEDULE I

Issued Patent

Title	Patent No.	Issue Date
CENTRALIZED PHARMACY BUSINESS METHOD	8065160	11/22/11

Pending Application

Title	Appl. No.	Filing Date
PHARMACY MANAGEMENT AND ADMINISTRATION WITH BEDSIDE REAL-TIME MEDICAL EVENT DATA COLLECTION	12765681 20100324936	04/22/10

## SCHEDULE II

Registered Marks

Mark	Reg. No.	Reg. Date
M and Design	3816972	07/13/10
MPSRX	3790250	05/18/10
MPSRX	3789962	05/18/10
FINALLY, A PHARMACY SERVICE THAT DELIVERS ON THE PROMISE.	3774781	04/13/10
PHARMACY BEDSIDE and Design	3770799	04/06/10
PHARMACY WINDOW and Design	3770798	04/06/10
PHARMACY RESPONSE and Design	3770796	04/06/10
PHARMACY REPORTS & RECORDS DESK and Design	3770784	04/06/10
RX JUST-IN-TIME DISPENSING and Design	3770775	04/06/10
MPACT	3723301	12/08/09
MPSRX and Design	3716187	11/24/09
MPSRX and Design	3716186	11/24/09
MPSRX and Design	3706226	11/03/09
MPSRX	2819177	10/19/09