

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337686

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OPTION CARE, INC.		04/07/2015	CORPORATION: CALIFORNIA
CRITICAL CARE SYSTEMS, INC.		04/07/2015	CORPORATION: DELAWARE
WALGREENS INFUSION SERVICES, INC.		04/07/2015	CORPORATION: DELAWARE
CLINICAL HOLDINGS, INC.		04/07/2015	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	135 S. LaSalle, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	047596	
Serial Number:	78967099	MAKING HEALTH CARE A LITTLE EASIER
Serial Number:	77254659	CCS CONNECT
Serial Number:	77213087	SIMPLIFYING COMPLEX CARE
Serial Number:	76408585	CRITICAL CARE SYSTEMS
Serial Number:	76408700	CRITICAL CARE SYSTEMS
Serial Number:	78535155	FACTOR APE
Serial Number:	78362523	OPTION CARE
Serial Number:	78174919	I-EMPHSYS
Serial Number:	77120063	OPTIONCARE
Serial Number:	74334767	OPTIONCARE
Serial Number:	73496443	OPTION CARE
Serial Number:	73807178	OPTIONET
Serial Number:	85698251	CLINICAL SPECIALTIES
Serial Number:	77824690	CSI

OP \$390.00 047596

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Brandie Sullivan**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** National Corporate Research, Ltd.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F154960
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	04/08/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 7, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Bank of America, N.A., as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, HC Group Holdings III, Inc., a Delaware corporation, HC Group Holdings II, Inc., a Delaware corporation, and certain other Grantors are party to a First Lien Security Agreement, dated as of April 7, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill

connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be

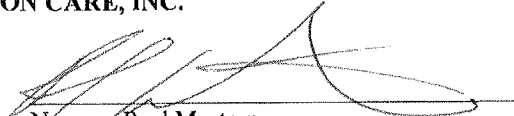
deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

OPTION CARE, INC.

By:



Name: Paul Mastrapa
Title: President

CRITICAL CARE SYSTEMS, INC.

By:



Name: Paul Mastrapa
Title: President

WALGREENS INFUSION SERVICES, INC.

By:



Name: Paul Mastrapa
Title: President

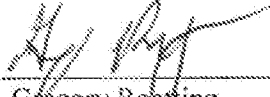
CLINICAL HOLDINGS, INC.

By:





Name: Paul Mastrapa
Title: President

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

By: 
Name: Gregory Roofing
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
Option Care, Inc.	OPTION CARE	N/A	N/A	047596	03/25/07
Option Care, Inc.	MAKING HEALTH CARE A LITTLE EASIER	78967099	09/05/2006	3529339	11/04/08
Critical Care Systems, Inc.	CCS CONNECT	77254659	08/14/07	3693194	10/06/09
Critical Care Systems, Inc.	SIMPLIFYING COMPLEX CARE	77213087	06/22/07	3648133	06/30/09
Critical Care Systems, Inc.	CRITICAL CARE SYSTEMS	76408585	05/15/02	2927156	02/22/05
Critical Care Systems, Inc.	CRITICAL CARE SYSTEMS	76408700	05/15/02	2961656	06/14/05
Walgreens Infusion Services, Inc.	FACTOR APE	78535155	12/19/04	3041542	01/10/06
Walgreens Infusion Services, Inc.	OPTION CARE	78362523	02/4/04	2947872	05/10/05
Walgreens Infusion Services, Inc.	I-EMPHSYS	78174919	10/16/02	2972844	07/19/05
Walgreens Infusion Services, Inc.	OPTIONCARE	77120063	03/1/07	3429522	05/20/08
Walgreens Infusion Services, Inc.	OPTIONCARE (stylized)	74334767	11/25/92	1804925	11/16/93
Walgreens Infusion Services, Inc.	OPTION CARE	73496443	02/05/85	1331421	04/16/85
Walgreens Infusion Services, Inc.	OPTIONET	73807178	06/16/89	1604898	07/03/90
Clinical Holdings, Inc.	 ClinicalSpecialties	85698251	08/08/12	4356912	06/25/13
Clinical Holdings, Inc.		77824690	11/02/10	3906314	01/18/11