

DA

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

04/29/2015



103672037

4/14/15

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1) Meta Pharmaceutical Services, LLC
- 2) Nextgen Rxmarketing LLC

Nextgen

- Individual(s)
- Partnership
- Association
- Limited Partnership

Corporation - State: Delaware

Other Limited Liability Company

Citizenship (see guidelines) USA (Delaware)

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 4-13-15

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ally Bank, as agent

Street Address: 1185 Avenue of The Americas, 2nd Floor

City: New York

State: New York

Country: USA Zip: 10036

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Utah, USA
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

4,294,884 and 20 others, see attached Schedule 1

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Nextgen  
Nextgen Rxmarketing

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Imran A. Yassin

Internal Address: Chapman and Cutler, LLP

Street Address: 1270 Avenue of the Americas

City: New York

State: New York Zip: 10020

Phone Number: 212-655-6000

Docket Number: 212-697-7210

Email Address:

**6. Total number of applications and registrations involved:**

27 26

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$690**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number: 0015 DITMBERL 89000012 4294884  
Authorized User Name: FC: 8522  
62 FC: 8522

**9. Signature:**

Signature

C. Brooks Ferrett

Name of Person Signing

4-14-15

Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 005512 FRAME: 0546**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations and Applications**

**I. REGISTERED TRADEMARKS**

<b>Title</b>	<b>Owner</b>	<b>Filing Jurisdiction</b>	<b>Registration Date</b>	<b>Registration Number</b>
NEXGEN RXMARKETING	Nexgen RxMarketing LLC	US	02/26/2013	4294884
DIRECTCONNECTRX	Nexgen RxMarketing LLC	US	10/30/2012	4233542
ADVISORDIRECT	Nexgen RxMarketing LLC	US	10/02/2012	4217781
TRAININGDIRECT	Nexgen RxMarketing LLC	US	08/21/2012	4193685
MEETINGDIRECT	Nexgen RxMarketing LLC	US	08/21/2012	4193596
ACCESSMAIL	Meta Pharmaceutical Services, LLC	US	01/08/2013	4273577
PATENTPLANNER	Meta Pharmaceutical Services, LLC	US	12/25/2012	4265910
BRANDBEACON	Meta Pharmaceutical Services, LLC	US	03/05/2013	4298740
MOTIONVIEW	Meta Pharmaceutical Services, LLC	US	07/24/2012	4180266
WRITERESPONSE	Meta Pharmaceutical Services, LLC	US	05/15/2012	4143697
METAPHARM INFORMATION. INSIGHT. IMPACT.	Meta Pharmaceutical Services, LLC	US	05/24/2011	3965804
REPSTART	Meta Pharmaceutical Services, LLC	US	03/27/2012	4119040
PROMOREVIEW	Meta Pharmaceutical Services, LLC	US	08/23/2011	4016619
SAMPLEWIZARD	Meta Pharmaceutical Services, LLC	US	08/23/2011	4016620
RX ACCELERATOR	Meta Pharmaceutical Services, LLC	US	08/23/2011	4016611
REPMAIL	Meta Pharmaceutical Services, LLC	US	08/23/2011	4016613
FIELD GUIDE	Meta Pharmaceutical Services, LLC	US	08/23/2011	4016614
PAYERGUIDE	Meta Pharmaceutical Services, LLC	US	08/23/2011	4016615
TARGET NEWSCHANNEL	Nexgen RxMarketing LLC	US	10/05/2010	3856093
FIELD NEWSCHANNEL	Nexgen RxMarketing LLC	US	01/20/2009	3564212
SPEAKER LIBRARY NEWSCHANNEL	Nexgen RxMarketing LLC	US	01/20/2009	3564218
IDEA NETWORK NEWSCHANNEL	Nexgen RxMarketing LLC	US	11/25/2008	3536595
ATTENDEE	Nexgen RxMarketing LLC	US	03/24/2009	3595781

NEWSCHANNEL				
PAYOR NEWSCHANNEL	Nexgen RxMarketing LLC	US	03/24/2009	3595782
SPEAKER NEWSCHANNEL	Nexgen RxMarketing LLC	US	05/05/2009	3616846
INSTITUTIONAL NEWSCHANNEL	Nexgen RxMarketing LLC	US	03/24/2009	3595783

2. TRADEMARK APPLICATIONS

None.

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 13, 2015, is made by META PHARMACEUTICAL SERVICES, LLC ("MPS") and NEXGEN RXMARKETING LLC ("NRX", and together with MPS, individually and collectively, "Borrower", and each a "Grantor" and, collectively, the "Grantors"), in favor of ALLY BANK ("Ally"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined below).

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated or supplemented from time to time, the "Loan Agreement"), by and among MetaPharm, Inc., as a borrower, Borrower, MNG Acquisition Corp. ("Holdings"), the other Guarantors from time to time party thereto, the financial institution(s) listed on the signature pages thereof and their respective successors and permitted assigns (collectively, "Lenders") and Ally, for itself as a Lender and as Agent, (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, each Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lenders and Agent to enter into the Loan Agreement and to induce Lenders to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

**Section 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Loan Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral.** To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for the benefit of Agent and Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto (except for Excluded Assets);
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3. Loan Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency or conflict between this Agreement and the Loan Documents, the Loan Documents shall supersede this Agreement.

**Section 4. Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.


**Section 5. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.

**Section 6. Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow]

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.

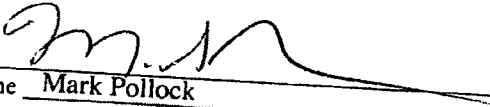
**META PHARMACEUTICAL SERVICES, LLC, as  
Grantor**

By   
Name Mark Pollock  
Title Chief Financial Officer

SIGNATURE PAGE  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005512 FRAME: 0551**

**NEXGEN RXMARKETING LLC, as Grantor**


By   
Name Mark Pollock  
Title Chief Financial Officer

SIGNATURE PAGE  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005512 FRAME: 0552**

**ACCEPTED AND AGREED**  
as of the date first above written:

**ALLY BANK**, as Agent

By   
Name: Christopher Lee  
Title: Director - Corporate Finance

SIGNATURE PAGE  
TRADEMARK SECURITY AGREEMENT

RECORDED: 04/14/2015

TRADEMARK  
REEL: 005512 FRAME: 0553