

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM345262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Veridicus Holdings, LLC		06/19/2015	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	OneWest Bank N.A.		
Street Address:	888 East Walnut Street		
Internal Address:	HQ-05-01		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	86489845	VRX PHARMACY	
Serial Number:	86489844	VRX PHARMACY	
Serial Number:	86489836	VRX PHARMACY	
Serial Number:	86489833	VRX PHARMACY SERVICES	
Serial Number:	86489849	VRX	
Serial Number:	86489848	VRX	
Serial Number:	86489826	VRX	
Serial Number:	86489843	VERIDICUS HEALTH	
Serial Number:	86489841	VERIDICUS HEALTH	
Serial Number:	86489838	VERIDICUS HEALTH	
Serial Number:	86489815	VERIDICUS CARE MANAGEMENT	
Serial Number:	86489819	VERIDICUS CARE MANAGEMENT	
Serial Number:	86489817	VERIDICUS CARE MANAGEMENT	
Serial Number:	86489808	VERIDICUS CONSULTING	
Serial Number:	86489813	VERIDICUS CONSULTING	
Serial Number:	86489811	VERIDICUS CONSULTING	
Serial Number:	86489823		
Serial Number:	86489822		

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CORRESPONDENCE DATA**Fax Number:** 3107884471

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: 310-788-4442**Email:** vickie.lee@kattenlaw.com**Correspondent Name:** Vickie Lee c/o Katten Muchin Rosenman**Address Line 1:** 2029 Century Park East**Address Line 2:** Suite 2600**Address Line 4:** Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	382378.00054
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NAME OF SUBMITTER:	Vickie Lee
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SIGNATURE:	/Vickie Lee/
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DATE SIGNED:	06/19/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 19, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by VERIDICUS HOLDINGS, LLC, a Utah limited liability company (the "Grantor"), in favor of ONEWEST BANK N.A. (the "Lender"). Reference is hereby made to that certain Credit Agreement dated as of June 19, 2015 between VERIDICUS HEALTH, LLC, a Delaware limited liability company (the "Borrower") and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

The Lender has agreed to extend credit to the Borrower, subject to the terms and conditions set forth in the Credit Agreement. As a condition precedent to the obligation of the Lender to make its extension of credit to the Borrower under the Credit Agreement, the Grantor has executed and delivered that certain Guarantee and Security Agreement, dated as of June 19, 2015 in favor of the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

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 Security Agreement or the Credit Agreement. The rules of construction specified in Section 1.2 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 Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Lender a security interest in, all of Grantor's right, title or interest in or to any and all of the trademark and service mark registrations and applications for registration set forth in Schedule I attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**").

SECTION 3. **Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademarks are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 5. ***Execution In Counterparts.*** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

VERIDICUS HOLDINGS, LLC, a Utah
limited liability company

By: 

Name: Douglas S. Burgoyne

Title: President

Trademark Security Agreement

TRADEMARK
REEL: 005557 FRAME: 0055

Schedule I

MARKS

Applications filed with the United States Patent and Trademark Office (each with a status of “Pending”):

<u>Mark</u>	<u>Applicant</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Filing Agency</u>
VRX PHARMACY	Veridicus Holdings, LLC	12/23/2014	86489845	N/A	United States Patent and Trademark Office
VRX PHARMACY	Veridicus Holdings, LLC	12/23/2014	86489844	N/A	United States Patent and Trademark Office
VRX PHARMACY	Veridicus Holdings, LLC	12/23/2014	86489836	N/A	United States Patent and Trademark Office
VRX PHARMACY SERVICES	Veridicus Holdings, LLC	12/23/2014	86489833	N/A	United States Patent and Trademark Office
VRX	Veridicus Holdings, LLC	12/23/2014	86489849	N/A	United States Patent and Trademark Office
VRX	Veridicus Holdings, LLC	12/23/2014	86489848	N/A	United States Patent and Trademark Office
VRX	Veridicus Holdings, LLC	12/23/2014	86489826	N/A	United States Patent and Trademark Office
VERIDICUS HEALTH	Veridicus Holdings, LLC	12/23/2014	86489843	N/A	United States Patent and Trademark Office
VERIDICUS HEALTH	Veridicus Holdings, LLC	12/23/2014	86489841	N/A	United States Patent and Trademark Office
VERIDICUS HEALTH	Veridicus Holdings, LLC	12/23/2014	86489838	N/A	United States Patent and Trademark Office
VERIDICUS CARE MANAGEMENT	Veridicus Holdings, LLC	12/23/2014	86489815	N/A	United States Patent and Trademark Office
VERIDICUS CARE MANAGEMENT	Veridicus Holdings, LLC	12/23/2014	86489819	N/A	United States Patent and Trademark Office
VERIDICUS CARE MANAGEMENT	Veridicus Holdings, LLC	12/23/2014	86489817	N/A	United States Patent and Trademark Office
VERIDICUS CONSULTING	Veridicus Holdings, LLC	12/23/2014	86489808	N/A	United States Patent and Trademark Office
VERIDICUS CONSULTING	Veridicus Holdings, LLC	12/23/2014	86489813	N/A	United States Patent and Trademark Office
VERIDICUS CONSULTING	Veridicus Holdings, LLC	12/23/2014	86489811	N/A	United States Patent and Trademark Office
Logo – Orange Circle	Veridicus Holdings, LLC	12/23/14	86489823	N/A	United States Patent and Trademark Office

<u>Mark</u>	<u>Applicant</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Filing Agency</u>
Logo – Black and White Circle	Veridicus Holdings, LLC	12/23/14	86489822	N/A	United States Patent and Trademark Office

Trademark Security Agreement

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RECORDED: 06/19/2015

REEL: 005557 FRAME: 0057