

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM347551

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|---|-------------------------------------|----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| RECEPT HOLDINGS, INC. | | 07/09/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Webster Business Credit Corporation | | |
| Street Address: | 360 Lexington Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4229195 | RECEPT PHARMACY | |
| Registration Number: | 4224790 | RECEPT PHARMACY | |
| Registration Number: | 4221131 | WE MAKE PEOPLE FEEL BETTER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202-370-4750 | | |
| Email: | ipteam@nationalcorp.com | | |
| Correspondent Name: | Dwayne C. Houston | | |
| Address Line 1: | 1025 Vermont Avenue NW, Suite 1130 | | |
| Address Line 2: | National Corporate Research, Ltd. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | F156987 | | |
| NAME OF SUBMITTER: | Patricia M. Del Rio | | |
| SIGNATURE: | /Patricia M. Del Rio/ | | |
| DATE SIGNED: | 07/10/2015 | | |
| Total Attachments: 3 | | | |
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| source=Trademark#page3.tif | | | |

OP \$90.00 4229195

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **RECEPT HOLDINGS, INC.**, a Delaware corporation (the "**Grantor**"), among others, and **WEBSTER BUSINESS CREDIT CORPORATION** (the "**Lender**") are parties to a Security Agreement, dated as of July 9, 2015 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Obligations, the Grantor collaterally assigned, mortgaged, pledged and hypothecated to the Lender, and granted to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby collaterally assigns, mortgages, pledges and hypothecates to the Lender, and grants to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademark Collateral**"):

- (a) trademarks and registrations thereof, including the trademark listed on Schedule 1 attached hereto (collectively, the "**Trademark**");
- (b) the goodwill of the business symbolized by the Trademark; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is: 360 Lexington Avenue, New York, New York 10017.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of July 9, 2015.

RECEPT HOLDINGS, INC.



By: _____

Name: Carmine DeNardo

Title: CEO and President

[Signature page to Grant of Security Interest (Trademarks)]

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of July 9, 2015

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|---|-----------------------------------|---------------------------------|
| ReCept Pharmacy (Stylized and/or with Design Mark) | 4,229,195 | 10/23/12 |
| RECEPT PHARMACY (Standard Characters Mark) | 4,224,790 | 10/16/12 |
| WE MAKE PEOPLE FEEL BETTER (Standard Characters Mark) | 4,221,131 | 10/9/12 |