

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West River Pharm, Inc.		09/24/2015	CORPORATION: MASSACHUSETTS
West River Pharm of Connecticut, LLC		09/24/2015	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Blue Hills Bank		
Street Address:	1196 River Street		
City:	Hyde Park		
State/Country:	MASSACHUSETTS		
Postal Code:	02136		
Entity Type:	State Chartered Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3894284	WEST RIVER PHARM	
Serial Number:	86577280	MEDS FOLLOW ME HOME RX	
CORRESPONDENCE DATA			
Fax Number:	6175747658		
<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:	6175743518		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Stacey A. Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Stacey A. Mordas		
SIGNATURE:	/s/ Stacey A. Mordas		
DATE SIGNED:	09/25/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 24, 2015, is made by WEST RIVER PHARM, INC. ("WRP"), a Massachusetts corporation with its chief executive office located at 63 Kendrick Street, Needham, MA 02494, WEST RIVER PHARM OF CONNECTICUT, LLC ("WRP of CT"), a Connecticut limited liability company with its chief executive office located at 41 Northwest Drive, Plainville, CT 06062 (WRP and WRP of CT, together, the "Grantors" and each individually a "Grantor") in favor of BLUE HILLS BANK, a Massachusetts state chartered bank with an address of 1196 River Street, Hyde Park, MA 02136 (the "Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Grantors and the Bank, the Bank has agreed to extend credit and make certain financial accommodations to the Grantors;

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver to the Bank this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantors hereby pledge, assign and grant to the Bank, and its respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement,

dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Bank 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. In the event of a conflict between the provisions of this Agreement and the Loan Agreement, the Loan Agreement shall control. This Agreement shall constitute a Loan Document (as such terms are defined in the Loan Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Bank and the Grantors.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Loan Agreement, upon written request of the Grantors, and at the expense of the Grantors, the Bank shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Bank, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

[Remainder of this page intentionally left blank]

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

GRANTORS:

WEST RIVER PHARM, INC.

By: _____

Name: Scott Schuster

Title: President and Chief Executive Officer

WEST RIVER PHARM OF CONNECTICUT,
LLC.

By: _____

Name: Scott Schuster

Title: President

BANK:

BLUE HILLS BANK

By: Marilyn Agulnick-House

Name: Marilyn Agulnick-House


Title: Senior Vice President

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Number	Registration Date
West River Pharm, Inc.	WEST RIVER PHARM	3894284	21-DEC-2010

TRADEMARK APPLICATIONS

Trademark	Application Number	Registration Number	Filing Date	Registration Date	Owner of Record
MEDS FOLLOW ME HOME & DESIGN 	86577280	N/A	26- MAR- 2015	N/A	West River Pharm of Connecticut, LLC (to be assigned from MedStat Pharmacy)