

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FFP Holdco, LLC		10/08/2015	LIMITED LIABILITY COMPANY: FLORIDA
BiologicTx, LLC		10/08/2015	LIMITED LIABILITY COMPANY: NEVADA
Sunshine Infusion Services Inc.		10/08/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3573290	HOMECARE FOR THE CURE	
Registration Number:	3770308	FACTORRX SUPPORT NETWORK	
Registration Number:	4271736	BIOLOGICTX	
Registration Number:	4211594	HOME HEALTH & INFUSION, WE HAVE IT COVER	
CORRESPONDENCE DATA			
Fax Number:	4044435697		
<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:	404-443-5702		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Gerum Yilma, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree Street, N.E.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2060236-0102 MATRIX		

OP \$115.00 3573290

NAME OF SUBMITTER:	Latosha E. Allen
SIGNATURE:	/Latosha E. Allen/
DATE SIGNED:	10/12/2015
Total Attachments: 8 source=Matrix - Trademark Security Agreement#page1.tif source=Matrix - Trademark Security Agreement#page2.tif source=Matrix - Trademark Security Agreement#page3.tif source=Matrix - Trademark Security Agreement#page4.tif source=Matrix - Trademark Security Agreement#page5.tif source=Matrix - Trademark Security Agreement#page6.tif source=Matrix - Trademark Security Agreement#page7.tif source=Matrix - Trademark Security Agreement#page8.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as October 8, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and amends and restates in its entirety (i) that certain Trademark Security Agreement, dated as of May 16, 2014, among the Grantors party thereto and the Agent, and (ii) that certain Trademark Security Agreement, dated as of September 4, 2014, among the Grantors party thereto and the Agent, (each an “Existing Trademark Security Agreement” and collectively, the “Existing Trademark Security Agreements”).

WITNESSETH:

WHEREAS, the Borrowers (except for BiologicTx, ITS, and SIS), the other Loan Parties party thereto, the Lenders party thereto from time to time and the Agent are parties to that certain Amended and Restated Credit Agreement dated as of September 4, 2014 (as amended, restated or otherwise modified from time to time, the “Existing Credit Agreement”);

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of October 8, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among FFP Holdco, LLC, a Florida limited liability company (“FFP Holdco”), FFP, LLC, a Florida limited liability company (“FFP”), FFP Acquisition I, LLC, a Florida limited liability company (“FFP I”), FFP Acquisition II, LLC, a Florida limited liability company (“FFP II”), Factor Support Network Pharmacy, Inc., a California corporation (“FSNP”), BiologicTx, LLC, a Nevada limited liability company (“BiologicTx”), Injectable Therapy Services, Inc., a California corporation (“ITS”), Sunshine Infusion Services, Inc., an Illinois corporation (“SIS” and, together with FFP Holdco, FFP, FFP I, FFP II, FSNP, BiologicTx, and ITS, the “Borrowers” and each a “Borrower”), Xirtam LLC, a Florida limited liability company (“Parent”), BioMatrix Specialty Pharmacy, LLC, a Florida limited liability company (“Holdings” and, together with Parent, the “Holding Companies”), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Second Amended and Restated Guaranty and Security Agreement of even date herewith in favor of Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower;

WHEREAS, it is the intent of the parties hereto that (i) this Amended and Restated Trademark Security Agreement not constitute a novation of the obligations and liabilities existing under the Existing Credit Agreement or evidence repayment of any of such obligations and liabilities (except as expressly provided in the Credit Agreement) and (ii) that this Amended and Restated Trademark Security Agreement amend and restate in its entirety each Existing Trademark Security Agreement; and

WHEREAS, all of Grantors are party to the Guaranty and Security Agreement pursuant to which Grantors are required to execute and deliver this Amended and Restated Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their

respective extensions of credit to Borrowers 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 Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties 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 and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(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. Guaranty and Security Agreement. The security interest granted pursuant to this Amended and Restated Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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 and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Amended and Restated Trademark Security 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.

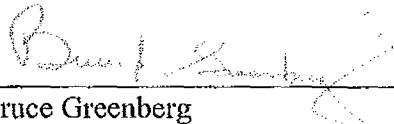
Section 6. Governing Law. This Amended and Restated Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Amendment and Restatement. No Novation. This Amended and Restated Trademark Agreement constitutes an amendment and restatement of each Existing Trademark Security Agreement effective from and after the date hereof and supersedes and replaces in its entirety each Existing Trademark Security Agreement. The execution and delivery of this Amended and Restated Trademark Security Agreement and the consummation of the transactions contemplated hereby are not intended by the parties to be, and shall not constitute, a novation or an accord and satisfaction of the Obligations, each Existing Trademark Security Agreement or any Lien, security interest or right created thereby, all of which shall continue in full force and effect as modified hereby.

[Signature pages follow]

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

**FFP HOLDCO, LLC, as
Grantor**

By: 
Name: Bruce Greenberg
Title: Chief Executive Officer

BIOLOGICTX, LLC, as Grantor

By: _____
Name: Darrin Carrico
Title: President

**SUNSHINE INFUSION SERVICES, INC., as
Grantor**

By: _____
Name: Darrin Carrico
Title: President

ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By _____
Name _____
Title _____

MATRIX
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

**TRADEMARK
REEL: 005643 FRAME: 0021**

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

**FFP HOLDCO, LLC, as
Grantor**

By: _____
Name: Bruce Greenberg
Title: Chief Executive Officer

BIOLOGICTX, LLC, as Grantor

By: _____
Name: Darrin Carrico
Title: President

**SUNSHINE INFUSION SERVICES, INC., as
Grantor**

By: _____
Name: Darrin Carrico
Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By _____
Name _____
Title _____

MATRIX
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

**TRADEMARK
REEL: 005643 FRAME: 0022**

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

**FFP HOLDCO, LLC, as
Grantor**

By: _____
Name: Bruce Greenberg
Title: Chief Executive Officer

BIOLOGICTX, LLC, as Grantor

By: _____
Name: Darrin Carrico
Title: President

**SUNSHINE INFUSION SERVICES, INC., as
Grantor**

By: _____
Name: Darrin Carrico
Title: President


ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: _____
Name: Colleen Thomas
Title: Duly Authorized Signatory

SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations

FFP Holdco, LLC	<u>Registered Trademark:</u>	3573290
		

Registered Trademark:

for “Factorx Support Network” under Registration Number 3,770,308:



Biologictx, LLC:

Registration No. 4271736

Date: January 8, 2013

BIOLOGICTX

Sunshine Infusion Services, Inc.:

Registration No. 4211594

Date: September 18, 2012

HOME HEALTH & INFUSION, WE
HAVE IT COVERED!

71085260

RECORDED: 10/12/2015

**TRADEMARK
REEL: 005643 FRAME: 0025**