

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BDI Pharma, Inc.		10/09/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	301 S. College Street		
Internal Address:	D 1053-221		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	85936844	BDIVANTAGE PLUS	
Serial Number:	77497722	MORE THAN A PRODUCT AND A PRICE	
Serial Number:	77566431	BDIPHARMA	
Serial Number:	77497170	SECURIFLU	
Serial Number:	77623458	PARTNERSHIPINPRACTICE · BDI PROMOTIONS ·	
Serial Number:	77623460	PARTNERSHIP IN PRACTICE BDI PROMOTIONS	
Serial Number:	77701817	QORE	
Serial Number:	77730301	BDI PHARMA	
Serial Number:	77791012	SECURIVAX	
Serial Number:	77791913	BDI TRAILBLAZER	
Serial Number:	77791941	HEMOPHILIA TRAILBLAZER	
Serial Number:	77791958	IVIG TRAILBLAZER	
Serial Number:	85001881	SECURIGAM	
Serial Number:	85022698	4LEGPHARMA	
Serial Number:	85203820	340BDI	
Serial Number:	85239874	BDIACCESS	
Serial Number:	85239851	PATHWAY PURCHASING NETWORK	
Serial Number:	86257769	RADIUS DATA SOLUTIONS	

CH \$465.00 85936844

CORRESPONDENCE DATA**Fax Number:** 6785337720*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:** 4044201146**Email:** smarr@phrd.com**Correspondent Name:** Sonya Marr**Address Line 1:** 285 Peachtree Ctr Ave, NE**Address Line 2:** 1500 Marquis II Tower**Address Line 4:** Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	1141.00122
NAME OF SUBMITTER:	Kathleen O. Currey
SIGNATURE:	/s/ Kathleen O. Currey
DATE SIGNED:	10/15/2015

Total Attachments: 11

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AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

This Amended and Restated Patent and Trademark Security Agreement (the "Agreement"), dated as of October 9, 2015, is made by and between **BDI PHARMA, INC.**, a South Carolina corporation having a business location at the address set forth below next to its signature (the "Company"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, having a business location at the address set forth below next to its signature ("Wells Fargo").

Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, modified, supplemented or restated from time to time, the "Existing Credit Agreement") dated October 22, 2009, pursuant to which Wells Fargo agreed to extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company under the Existing Credit Agreement, Company executed and delivered that certain Patent and Trademark Security Agreement dated October 22, 2009 (as at any time amended, restated, supplemented or otherwise modified, the "Existing Patent and Trademark Security Agreement"), recorded with the United States Patent and Trademark Office on November 3, 2009, at Reel No. 004089, Frame 0800.

C. Company, **RADIUS DATA SOLUTIONS, LLC**, a South Carolina limited liability company ("Radius Data"), **RADIUS REIMBURSEMENT SERVICES, LLC**, a South Carolina limited liability company ("Radius Reimbursement"), **CENTRUM DRIVE, LLC**, a South Carolina limited liability company ("Centrum"), **PATHWAY PURCHASING NETWORK, LLC**, a South Carolina limited liability company ("Pathway", together with Company, Radius Data, Radius Reimbursement and Centrum, collectively, "Borrowers" and each, individually, a "Borrower"), and Wells Fargo are entering into that certain Amended and Restated Credit and Security Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), which Credit Agreement amends and restates the Existing Credit Agreement.

D. A condition to Wells Fargo's willingness to make loans or extend other financial accommodations under the Credit Agreement and to amend and restate the Existing Credit Agreement pursuant to the Credit Agreement is Company's execution and delivery of this Agreement. To induce Wells Fargo to make loans and otherwise extend credit pursuant to the Loan Agreement and to amend and restate the Existing Credit Agreement pursuant to the Credit Agreement, Company has agreed to enter into this Agreement to amend and restate the Existing Patent and Trademark Security Agreement and to grant a continuing security interest in and to the Patents (as hereinafter defined) and Trademarks (as hereinafter defined) to Wells Fargo as security for the timely payment and performance of the Indebtedness and to ratify, renew and continue its prior grant of a security interest in and to such Patents and Trademarks, in each case in order to ensure and secure the prompt payment and performance of the Indebtedness, all on the terms set forth herein.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

I. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060 (and notwithstanding whether such intent-to-use trademark application is listed on Exhibit B attached hereto).

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) Existence; Authority. Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells

Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens, and Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens; ~~provided~~, that, although a third party could, in the future, challenge Company's absolute title to such Patents and Trademarks, no such challenge is reasonably likely to result in a Material Adverse Effect to Company, and Company is not aware of any basis for such a challenge and is not aware any current challenge to its absolute title.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable. Notwithstanding the foregoing, Company may abandon any Patents or Trademarks having a de minimis value that are no longer used by or useful to Company in its business or in the event that any Patents or Trademarks are not eligible for registration.

(i) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to

abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, during a Default Period, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. **Company's Use of the Patents and Trademarks.** Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): an Event of Default, as defined in the Credit Agreement, shall occur.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells

Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Satisfaction. Upon full payment or satisfaction of the Indebtedness, termination of any credit facilities extended to the Company by Wells Fargo and satisfaction of all conditions contained in Section 2.6(b) of the Credit Agreement, this Agreement, and the rights granted hereunder to Wells Fargo, shall be terminated.

8. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

9. Amendment and Restatement. This Agreement amends and restates the Existing Patent and Trademark Security Agreement. All rights, benefits, indebtedness, interests, liabilities and obligations of the parties to the Existing Patent and Trademark Security Agreement and the agreements, documents and instruments executed and delivered in connection with the Existing Patent Trademark Security Agreement (collectively, the "Existing Patent and Trademark Security Documents") are hereby renewed and, to the extent provided herein and in the other Loan Documents, amended and restated in their entirety according to the terms and provisions set forth in this Agreement and the other Loan Documents. This Agreement does not constitute, nor shall it result in, a waiver of, or release, discharge or forgiveness of, any amount payable pursuant to the Existing Patent and Trademark Security Documents or any indebtedness, liabilities or obligations of Company thereunder, all of which are renewed and continued and are hereafter payable and to be performed in accordance with this Agreement and the other Loan Documents. Neither this Agreement nor any of the other Loan Documents extinguishes the indebtedness or liabilities outstanding in connection with the Existing Patent and

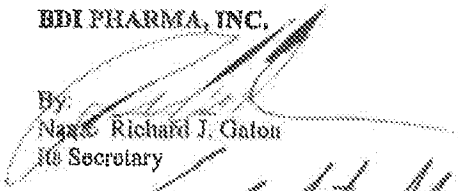
Trademark Security Documents, nor do they constitute a novation with respect thereto. All security interests, pledges, assignments, and other Liens previously granted by Company pursuant to the Existing Patent and Trademark Security Documents are hereby renewed and continued, and all such security interests, pledges, assignments and other Liens shall remain in full force and effect as security for the Indebtedness.

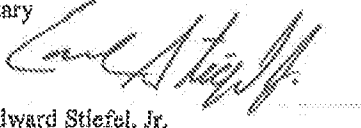
[Remainder of page intentionally left blank;
signatures begin on following page.]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

BDI Pharma, Inc.
120 Research Drive
Columbia, South Carolina 29203
Attention: David Nishtick, Controller
Facsimile: (803)732-2066

BDI PHARMA, INC.

By: 
Name: Richard J. Galou
Its Secretary

By: 
Name: Edward Stiefel, Jr.
Its Treasurer

Wells Fargo Bank, National Association
301 S. College Street
D 1053-221
Charlotte, North Carolina 28288
Attention: BDI Pharma, Inc. Loan Administration
Facsimile: (704) 383-8068

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name: Susan Carr
Its Vice President

Amended and Restated Patent and Trademark Security Agreement

TRADEMARK
REEL: 005646 FRAME: 0121

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

BDI Pharma, Inc.
120 Research Drive
Columbia, South Carolina 29203
Attention: David Nishtick, Controller
Facsimile: (803)732-2066

BDI PHARMA, INC.

By: _____
Name: Richard J. Gatton
Its Secretary

By: _____
Name: Edward Stiefel, Jr.
Its Treasurer

Wells Fargo Bank, National Association
301 S. College Street
D 1053-221
Charlotte, North Carolina 28288
Attention: BDI Pharma, Inc. Loan Administration
Facsimile: (704) 383-8068

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: Susan Carr
Name: Susan Carr
Its Vice President

Amended and Restated Patent and Trademark Security Agreement

TRADEMARK

REEL: 005646 FRAME: 0122

EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

None.

FOREIGN PATENT APPLICATIONS

None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
BDIVANTAGE PLUS	85936844	5/20/13	4,744,178	5/26/2015
MORE THAN A PRODUCT AND A PRICE	77/497,722	6/12/2008	3,564,395	1/20/2009
BDIPHARMA	77/566,431	9/10/2008	3,667,719	8/11/2009
SECURIFLU	77/497,170	6/12/2008	3,681,062	9/8/2009
PARTNERSHIPINPRACTICE · BDI PROMOTIONS ·	77/623,458	12/1/2008	3,816,243	7/13/2010
PARTNERSHIP IN PRACTICE BDI PROMOTIONS	77/623,460	12/1/2008	3,820,187	7/20/2010
QORE	77/701,817	3/30/2009	3,822,824	7/20/2010
BDI PHARMA	77/730,301	5/6/2009	3,843,697	9/7/2010
SECURIVAX	77/791,012	7/28/2009	3,861,840	10/12/2010
BDI TRAILBLAZER	77/791,913	7/29/2009	3,941,387	4/5/2011
HEMOPHILIA TRAILBLAZER	77/791,941	7/29/2009	3,941,388	4/5/2011
IVIG TRAILBLAZER	77/791,958	7/29/2009	3,941,389	4/5/2011
SECURIGAM	85/001,881	3/30/2010	3,979,245	6/14/2011
4LEGPBARMA	85/022,698	4/26/2010	3,979,358	6/14/2011
340BDI	85/203,820	12/22/2010	4,122,721	4/3/2012
BDIACCESS	85/239,874	2/11/2011	4,136,639	5/1/2012

PATHWAY PURCHASING NETWORK	85/239,851	2/11/2011	4,328,732	4/30/2013
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APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Application Date</u>
RADIUS DATA SOLUTIONS	86/257,769	4/21/2014

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

BDI (design)

BDI (design w/ Blood Diagnostics)

ConsignAdvantage (logo)

ConsignAdvantage (wordmark)