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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM383414

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LAGNIAPPE PHARMACY SERVICES, LLC		05/06/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MACQUARIE CAF LLC, AS COLLATERAL AGENT			
Street Address:	125 WEST 55 STREET			
City:	NEW YORK			
State/Country:	NEW YORK			
Postal Code:	10019			
Entity Type:	Limited Liability Company: DELAWARE			

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2028648	ALPHA-CARE
Registration Number:	2026901	ALPHA-POS
Registration Number:	2900742	EZ-FLOW
Registration Number:	2856971	EZ-SIGN
Registration Number:	3138956	EZ-VUE
Registration Number:	2019207	HCC:HME
Registration Number:	3464093	RX-1 ENTERPRISE
Registration Number:	3958598	RXCLASSROOM
Registration Number:	2672514	VISUAL PHARMACY

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

NAME OF SUBMITTER:	Kimberley A. Lathrop			
SIGNATURE:	/Kimberley A. Lathrop/			
DATE SIGNED:	05/06/2016			

Total Attachments: 6

source=Executed First Lien Trademark Security Agreement (May 2016)#page1.tif source=Executed First Lien Trademark Security Agreement (May 2016)#page2.tif source=Executed First Lien Trademark Security Agreement (May 2016)#page3.tif source=Executed First Lien Trademark Security Agreement (May 2016)#page4.tif source=Executed First Lien Trademark Security Agreement (May 2016)#page5.tif source=Executed First Lien Trademark Security Agreement (May 2016)#page6.tif

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Lagniappe Pharmacy Services, LLC, a Delaware limited liability company with principal offices at 2601 Scott Ave #600, Fort Worth, TX 76103 (the "Grantor"), hereby grants to Macquarie CAF LLC, as Collateral Agent, with principal offices at 125 West 55th Street, New York, New York 10019 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations, trademark applications and domain names (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement referred to below), including any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Grant") is made to secure the payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among Transaction Data Systems, Inc., a Florida corporation, the other grantors from time to time party thereto and the Grantee, dated as of June 15, 2015 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Marks shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR

PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS GRANT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 13.03 OF THE FIRST LIEN CREDIT AGREEMENT. NOTHING IN THIS GRANT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 6th day of May, 2016.

LAGNIAPPE PHARMACY SERVICES, LLC, Grantor

Name: Maria Sonks

Title: Treasurer, Secretary, Chief

Financial Officer

[Signature Page to Trademark Security Agreement]

REEL: 005/88 FRAME: 0921

MACQUARIE CAF LLC, as Collateral Agent and Grantee

Name:

David Prince

Title:

Authorized Signatory

Title:

Authorized Signatory

MARKS AND APPLICATIONS

<u>Mark</u>	Status	Country	Registration Number / Application Number	Registration Date / Application Date	Record Owner
ALPHA-CARE	Registered	U.S.	2028648 / 75030172	1/7/1997 / 12/11/1995	Lagniappe Pharmacy Services, LLC
ALPHA-POS	Registered	U.S.	2026901 / 75030171	12/31/1996 / 12/11/1995	Lagniappe Pharmacy Services, LLC
EZ-FLOW	Registered	U.S.	2900742 / 78225301	11/2/2004 / 3/13/2003	Lagniappe Pharmacy Services, LLC
EZ-SIGN	Registered	U.S.	2856971 / 78225289	6/22/2004 / 3/13/2003	Lagniappe Pharmacy Services, LLC
EZ-VUE	Registered	U.S.	3138956 / 78724389	9/5/2006 / 9/30/2005	Lagniappe Pharmacy Services, LLC
НСС:НМЕ	Registered	U.S.	2019207 / 75030169	11/26/1996 / 12/11/1995	Lagniappe Pharmacy Services, LLC
RX-1 ENTERPRISE	Registered	U.S.	3464093 / 78707209	7/8/2008 / 9/6/2005	Lagniappe Pharmacy Services, LLC
RXCLASSROOM	Registered	U.S.	3958598 / 77796837	5/10/2011 / 8/4/2009	Lagniappe Pharmacy Services, LLC
VISUAL PHARMACY	Registered	U.S.	2672514 / 75732201	1/7/2003 / 6/17/1999	Lagniappe Pharmacy

<u>Mark</u>	<u>Status</u>	Country	Registration Number / Application Number	Registration Date / Application Date	Record Owner
					Services, LLC

TRADEMARK REEL: 005788 FRAME: 0924

RECORDED: 05/06/2016