

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orsini Pharmaceutical Services, Inc.		05/05/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	FirstMerit Bank, N.A.		
Street Address:	106 S. Main St., 12th Floor		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44308		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4865212	ORSINI	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6795.013		
NAME OF SUBMITTER:	Sharon Patterson		
SIGNATURE:	/sharon patterson/		
DATE SIGNED:	05/19/2016		
Total Attachments: 6			
source=Orsini TM#page1.tif			
source=Orsini TM#page2.tif			
source=Orsini TM#page3.tif			

OP \$40.00 4865212

source=Orsini TM#page4.tif
source=Orsini TM#page5.tif
source=Orsini TM#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of May, 2016 by ORSINI PHARMACEUTICAL SERVICES, INC., an Illinois corporation ("Grantor"), in favor of FIRSTMERIT BANK, N.A., Lender and Issuer (the "Lender").

W I T N E S S E T H

WHEREAS, Grantor, Total Care RX, Inc., an Illinois corporation ("Total Care"), Orsini Home Medical Equipment Inc., an Illinois corporation ("Home Medical"), Orsini Nursing Agency, Inc., an Illinois corporation ("Nursing"; and together with Grantor, Total Care and Home Medical are hereafter referred to individually as "Borrower" and collectively as "Borrowers"), and Lender are parties to a certain Amended and Restated Credit and Security Agreement of even date herewith (as the same may be amended, restated, or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrowers by Lender; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to the Lender, for its benefit, the benefit of the Issuer and the benefit of each of their respective affiliates, a lien upon and security interest in substantially all of the assets of Grantor including all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to the Lender, for its benefit, the benefit of the Issuer and the benefit of each of their respective affiliates, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing lien upon and security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to the Lender that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the commitments of the Lender under the Credit Agreement to lend shall have been terminated, Grantor shall not, without the prior written consent of the Lender, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Lender under this Agreement; provided, however, that Grantor may grant a license of any Trademark in the ordinary course of its business, so long as the applicable licensee is not an Affiliate of Grantor, the consideration for such license paid to Grantor is a fair market rate and such license is part of a commercially reasonable transaction.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide the Lender, upon the Lender's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence and during the continuance of an Event of Default, Grantor agrees that the Lender, or a conservator appointed by the Lender, shall have the right to establish such additional product quality controls as the Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. New Trademarks. If, before Grantor's Obligations shall have been satisfied in full or before the commitments of the Lender to lend under the Credit Agreement shall have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed the Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to the Lender prompt written notice thereof. Grantor hereby authorizes the Lender to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Duties of Grantor. Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, and (iii) ensure that the Trademarks are and remain enforceable.

8. The Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, the Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if the Lender shall commence any such suit, Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Section 8.

9. Cumulative Remedies; Power of Attorney. The Lender hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes the Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) take any other actions with respect to the Trademarks as the Lender deems to be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof or (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Lender's commitments under the Credit Agreement to lend have been terminated.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ORSINI PHARMACEUTICAL SERVICES, INC.

By: 
Name: Tony Orsini
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

FIRSTMERIT BANK, N.A., as Lender

By: Penny Fine
Name: Penny Fine
Title: Senior Vice President

SCHEDULE 1

TRADEMARK APPLICATIONS

NONE

TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Orsini	4865212	12/8/15