

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wedgewood Village Pharmacy, LLC		06/06/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as Agent		
Street Address:	303 West Madison Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4550830	WEDGEWOOD PHARMACY	
Registration Number:	4550828		
Registration Number:	4652171	QUAD TABS	
Registration Number:	4801303	TINY TABS	
Registration Number:	4244471	DELIVEREASE	
Registration Number:	3668058	GOURMEDS	
Registration Number:	3816009	GOURMEDS	
Registration Number:	4248525	MEDI-MELTS	
Registration Number:	3668059	TWIST-A-DOSE	
Registration Number:	3668057	TW ST-A-DOSE	
Registration Number:	4248527	TWIST-A-TASTE	
Registration Number:	3991588	THE POWER OF COMPOUNDING	
Registration Number:	3782904	TINY TABS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		

TRADEMARK

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Oscar Ruiz

SIGNATURE: /Oscar Ruiz/

DATE SIGNED: 06/06/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 6th day of June, 2016, by Wedgewood Village Pharmacy, LLC, a Delaware limited liability company ("Grantor"), in favor of Maranon Capital, L.P., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of June 6, 2016 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of June 6, 2016 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a 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 Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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 and Collateral Agreement. The Credit Agreement and Collateral 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 Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing 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, acquired or arising:

(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.

[Signature page follows]

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

WEDGEWOOD VILLAGE PHARMACY, LLC

By: Marcy A Bliss
Name: Marcy Bliss
Title: Chief Executive Officer, President,
Treasurer and Secretary

Agreed and Accepted
As of the Date First Written Above

MARANON CAPITAL, L.P.,
as Agent



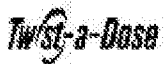
By: 
Name: Robert E. Kircher III
Title: Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 005806 FRAME: 0856

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Owner of Record	Appl. No. Filing Date	Reg. No. Issue Date
WEDGEWOOD PHARMACY	Wedgewood Village Pharmacy, Inc.	86083230 10/04/2013	4550830 June 17, 2014
	Wedgewood Village Pharmacy, Inc.	86083210 10/04/2013	4550828 June 17, 2014
QUAD TABS	Wedgewood Village Pharmacy, Inc.	86255443 04/17/2014	4652171 December 9, 2014
TINY TABS	Wedgewood Village Pharmacy, Inc.	86177797 01/28/2014	4801303 (Supplemental Register) August 25, 2015 N/A for principal register
DELIVEREASE	Wedgewood Village Pharmacy, Inc.	85418826 09/09/2011	4244471 11/20/2012
GOURMEDS	Wedgewood Village Pharmacy, Inc.	76690024 05/27/2008	3668058 08/18/2009
GOURMEDS Logo 	Wedgewood Village Pharmacy, Inc.	76700050 10/26/2009	3816009 07/31/2010
MEDI-MELTS	Wedgewood Village Pharmacy, Inc.	85418864 09/09/2011	4248525 11/27/2012
TWIST-A-DOSE	Wedgewood Village Pharmacy, Inc.	76690028 05/27/2008	3668059 08/18/2009
TWIST-A-DOSE Logo 	Wedgewood Village Pharmacy, Inc.	76690023 05/27/2008	3668057 08/18/2009

TWIST-A-TASTE	Wedgewood Village Pharmacy, Inc.	85419076 09/09/2011	4248527 11/27/2012
THE POWER OF COMPOUNDING	Wedgewood Village Pharmacy, Inc.	77875684 11/18/2009	3991588 07/12/2011
TINY TABS	Wedgewood Village Pharmacy, Inc.	76700018 10/23/ 2009	3782904 April 27, 2010