

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387300

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avita Drugs, LLC		06/09/2016	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	Healthcare Financial Solutions, LLC, as Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4711126	AVITA	
Registration Number:	4130935	AVITA DRUGS	
Registration Number:	4711127	AVITA PHARMACY	
Registration Number:	4711128	AVITA PHARMACY	
Registration Number:	4703145	AVITA PHARMACY SOLUTIONS	
Registration Number:	4699206	AVITA PHARMACY SOLUTIONS	
Registration Number:	4798587	AVITA SPECIALTY PHARMACY	
Registration Number:	4698509	AVITACARES	
Registration Number:	4758449	AVITARX	
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:	704-343-2248		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Natalie A. Pfeiffer, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree Street, N.E. Suite 2100		

OP \$240.00 4711126

Address Line 4:	Atlanta, GEORGIA 30309
NAME OF SUBMITTER:	Latosha E. Allen
SIGNATURE:	/Latosha E. Allen/
DATE SIGNED:	06/09/2016
Total Attachments: 5 source=Longs - 2016 Trademark Security Agreement #page1.tif source=Longs - 2016 Trademark Security Agreement #page2.tif source=Longs - 2016 Trademark Security Agreement #page3.tif source=Longs - 2016 Trademark Security Agreement #page4.tif source=Longs - 2016 Trademark Security Agreement #page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2016, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Healthcare Financial Solutions, LLC* ("HFS"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and HFS, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement dated as of the date hereof (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of Agent, to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this 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 the Borrower thereunder, the 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. The 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 I hereto;

* Healthcare Financial Solutions, LLC is a Delaware limited liability company that does business as HFS Healthcare Financial Solutions, LLC in Alabama, California, Florida, Illinois, Maryland, Missouri, New Jersey, New Mexico and Texas and as HFS Healthcare Financial Solutions in New Hampshire.

(b) all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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 Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the 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. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The 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 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 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.

[SIGNATURE PAGES FOLLOW]

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

AVITA DRUGS, LLC, as Grantor

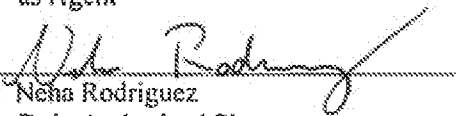
By: 

Name: Anna Christine Nicholson Epps

Title: Chief Executive Officer, Vice President and Secretary





ACCEPTED AND AGREED
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC
as Agent

By: 
Name: Nena Rodriguez
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Jurisdiction
Avita Drugs, LLC	AVITA	86319680	25-JUN-2014	4711126	31-MAR-2015	U.S.
Avita Drugs, LLC	AVITA DRUGS	85347225	15-JUN-2011	4130935	24-APR-2012	U.S.
Avita Drugs, LLC		86319757	25-JUN-2014	4711127	31-MAR-2015	U.S.
Avita Drugs, LLC		86319860	25-JUN-2014	4711128	31-MAR-2015	U.S.
Avita Drugs, LLC		86337759	15-JUL-2014	4703145	17-MAR-2015	U.S.
Avita Drugs, LLC		86337954	15-JUL-2014	4699206	10-MAR-2015	U.S.
Avita Drugs, LLC	AVITA SPECIALTY PHARMACY	86469193	02-DEC-2014	4798587	25-AUG-2015	U.S.
Avita Drugs, LLC	AVITACARES	86238593	01-APR-2014	4698509	10-MAR-2015	U.S.
Avita Drugs, LLC	AVITARX	86238694	01-APR-2014	4758449	23-JUN-2015	U.S.