

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM389785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gastro Health, LLC		06/28/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Collateral Agent		
Street Address:	222 South Riverside, 32nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Chartered Bank: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86076035	GASTRO HEALTH GH	
Serial Number:	86742657	GASTRO HEALTH	
CORRESPONDENCE DATA			
Fax Number:	=		
<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:	312-845-5133		
Email:	requests@independencelegalsupport.com		
Correspondent Name:	Nancy A. Zarazua		
Address Line 1:	Chapman and Cutler LLP		
Address Line 2:	111 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Nancy A. Zarazua		
SIGNATURE:	/Nancy A. Zarazua/.		
DATE SIGNED:	06/30/2016		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 28th day of June, 2016, by and among each of the parties listed on the signature pages hereof (collectively, jointly and severally, the "*Grantors*" and each, individually, a "*Grantor*") and FIFTH THIRD BANK, in its capacity as the collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the "*Collateral Agent*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 28, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Gastro Health Holdco, LLC, a Delaware limited liability company ("*Borrower*"), Gastro Health Intermediate, LLC, a Delaware limited liability company ("*Parent Guarantor*"), any Subsidiaries of Borrower that are Guarantors or become Guarantors thereunder pursuant to the terms of the Credit Documents, the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*") and Fifth Third Bank, an Ohio banking corporation, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "*Administrative Agent*") and the Collateral Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Credit Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of June 28, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

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

1. *Defined Terms.* All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. *Grant of Security Interest in Trademark Collateral.* Each Grantor hereby unconditionally grants, assigns and pledges to the Collateral Agent, for the benefit of each

Secured Party, to secure the Secured Obligations, a continuing first priority security interest (referred to in this Trademark Security Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “*Trademark Collateral*”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I and all renewals and extensions thereof;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, dilution or other impairment of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to sue for and receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any Trademark Intellectual Property License.

provided, that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent constituting Excluded Assets.

3. *Security For Secured Obligations.* This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Agents, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor. Notwithstanding the foregoing, upon any exercise of remedies by the Collateral Agent or the Lenders in respect of any Grantor’s Trademarks and Trademark Intellectual Property Licenses, any then-existing permitted Trademark Intellectual Property License agreement or other arrangements relating primarily to such Trademarks shall survive in full force and effect and be accepted by the Collateral Agent, and neither the Collateral Agent nor any Lender (or anyone acting on behalf of any of the foregoing) shall (i) terminate such license or arrangements, or petition a court to do so, (ii) take any steps to oppose such licensee’s exercise of any rights under Section 365(n) of the Bankruptcy Code or (iii) interfere with the rights of such licensee to such Trademark Intellectual Property Licenses as provided in the applicable Trademark Intellectual Property License agreement or arrangements, or petition a court to do so.

4. *Security Agreement.* The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantors shall give to the Collateral Agent prompt written notice of any new registered Trademark. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent

with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. *Authorization to Supplement.* The Grantors represent and warrant to the Collateral Agent that the Trademarks and Trademark Intellectual Property Licenses listed on Schedule I annexed hereto constitute all of the Trademarks and Trademark Intellectual Property Licenses now owned by the Grantors. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. *Counterparts.* This Trademark Security Agreement is a Credit Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Any signature page delivered by telecopy machine or transmitted electronically in Portable Document Format (.pdf) shall be valid and binding to the same extent as an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

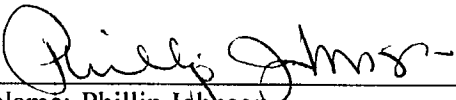
7. *CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE PROVISION.* THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

GASTRO HEALTH, LLC


By: 
Name: Phillip Johnson
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

FIFTH THIRD BANK


By: 
Name: David Campbell
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005826 FRAME: 0131

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS/APPLICATIONS

Owner	Mark	Serial No.	Filing Date
Gastro Health, LLC (f/k/a Gastro Health, P.L.)	 GASTRO HEALTH GH	86076035	September 26, 2013
Gastro Health, LLC (f/k/a Gastro Health, P.L.)	Gastro Health	86742657	August 31, 2015

TRADE NAMES

Credit Party	Additional Names
Gastro Health, LLC	Gastro Health
Gastro Health Specialty Pharmacy, LLC	Gastro Health Pharmacy

**COMMON LAW TRADEMARKS
N/A**

**TRADEMARKS NOT CURRENTLY IN USE
N/A**

**TRADEMARK LICENSES
N/A**