

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395782

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
H. D. SMITH, LLC		08/05/2016	Limited Liability Company: DELAWARE
TRIPLEFIN, LLC		08/05/2016	Limited Liability Company: OHIO

## RECEIVING PARTY DATA

<b>Name:</b>	JPMORGAN CHASE BANK, N.A.
<b>Street Address:</b>	10 S. Dearborn 22nd Floor
<b>Internal Address:</b>	Mail Code: IL1-1458
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603-2300
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4241165	H. D. SMITH
Registration Number:	3573440	SMITH MEDICAL PARTNERS
Registration Number:	2021640	MAJOR VALUE
Registration Number:	4659845	PHARMARXEACH
Registration Number:	4292081	SMARTSOURCE
Registration Number:	4498093	TRIPLEFIN
Registration Number:	3505128	RXHOPE
Registration Number:	4778855	MEDXCLAIM
Registration Number:	4791335	RX365
Registration Number:	4927953	COPAY CONNECT
Registration Number:	4927954	PRIOR AUTHORIZATION CONNECT
Serial Number:	86888319	H D SMITH
Serial Number:	86047859	HD SMITH SPECIALTY SOLUTIONS
Serial Number:	86840858	COMPLETECARE RX PHARMACY
Serial Number:	86027403	HDS HEALTHCARE PACKAGING
Serial Number:	86791943	HUB-LITE

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TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86868209	NRXCARD
Serial Number:	86791995	SPECIALTY-LITE
Serial Number:	87009171	PHARMAGEN
Serial Number:	87100686	ORDERBASE

**CORRESPONDENCE DATA**

Fax Number: 3122367516  
*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: 312-368-4000  
Email: ch.tm@dlapiper.com  
Correspondent Name: DLA Piper LLP (US)  
Address Line 1: P.O. Box 64807  
Address Line 4: Chicago, ILLINOIS 60664-0807

<b>NAME OF SUBMITTER:</b>	Peggy L. McBride
<b>SIGNATURE:</b>	/PeggyMcBride/
<b>DATE SIGNED:</b>	08/19/2016

**Total Attachments: 6**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 5, 2016, is made by and among H. D. SMITH, LLC, a Delaware limited liability company, as successor by merger with H. D. SMITH WHOLESALE DRUG CO. ("H. D. Smith"), and TRIPLEFIN, LLC, an Ohio limited liability company ("Triplefin") (H. D. Smith and Triplefin being, collectively, the "Grantors"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Pledge and Security Agreement and the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, Grantors, together with H. D. SMITH HOLDING COMPANY, a Delaware corporation ("Holdings"), SMITH MEDICAL PARTNERS, LLC, a Delaware limited liability company ("Smith Medical"), HDS SOLUTIONS, LLC, a Delaware limited liability company ("HDS"), VALLEY WHOLESALE DRUG CO., LLC, a Delaware limited liability company, formerly known as Valley Wholesale Drug Co., Inc. ("Valley"), INDEPENDENCE HOLDING COMPANY, LLC, an Illinois limited liability company ("Independence"), RxHOPE, LLC, an Ohio limited liability company ("RxHope"), NATIONAL PATIENT SERVICES, LLC, a Delaware limited liability company ("National Patient"), SHAREPOINT INNOVATIONS, LLC, an Ohio limited liability company ("SharePoint"), and TRIPLEFIN SPECIALTY SERVICES, LLC, an Ohio limited liability company ("Triplefin Specialty"), on one hand, and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the Lenders have entered into that certain Fourth Amended and Restated Credit Agreement ("Credit Agreement") and that certain Third Amended and Restated Pledge and Security Agreement ("Pledge and Security Agreement"), each dated March 31, 2016;

NOW, THEREFORE, in consideration and furtherance of the terms and mutual promises of the Pledge and Security Agreement and the Credit Agreement, the Grantor and Agent hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Third Amended and Restated Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. The Grantors hereby mortgage, pledge and hypothecate to the Agent for the benefit of the Secured Parties, and grants to the 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 the Grantor (the "Intellectual Property Collateral"):

(a) all of its Trademarks, Patents, and Copyrights, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each of the Trademarks; and

(d) 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 Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Third Amended and Restated Pledge and Security Agreement and the Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Third Amended and Restated Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral subject to a security interest hereunder.

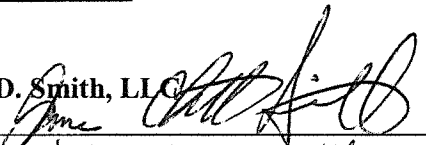
Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

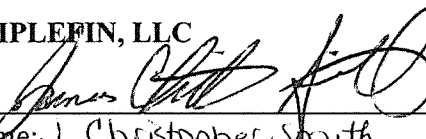
Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**H. D. Smith, LLC**  
By:   
Name: J. Christopher Smith  
Title: Vice Chairman

**TRIPLEFIN, LLC**  
By:   
Name: J. Christopher Smith  
Title: Vice Chairman

ACCEPTED AND AGREED, as of the date first above written:

**ADMINISTRATIVE AGENT:**

**JPMorgan Chase Bank, N.A.**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**H. D. Smith, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TRIPLEFIN LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND AGREED, as of the date first above written:

**ADMINISTRATIVE AGENT:**

**JPMorgan Chase Bank, N.A.**

By: Stephanie M. [Signature]

Name: Stephanie M. [Signature]

Title: Authorized Officer

SCHEDULE I  
TO  
INTELECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

None.

PATENT APPLICATIONS

<b>Name of Grantor</b>	<b>Patent Title</b>	<b>Filing Date</b>	<b>Application Number</b>
Triplefin LLC	Technologies for Prescription Management	April 22, 2014	14/258731

**REGISTERED TRADEMARKS**

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
H. D. Smith, LLC	H. D. SMITH	4241165	11/13/2012
H. D. Smith, LLC	SMITH MEDICAL PARTNERS	3573440	02/10/2009
H. D. Smith, LLC	MAJOR VALUE (and Design)	2021640	12/10/1996
H. D. Smith, LLC	PharmaRx EACH	4659845	12/23/2014
H. D. Smith, LLC	SMARTSOURCE	4292081	02/19/2013
H. D. Smith, LLC	TRIPLEFIN	4498093	03/18/2014
Triplefin, LLC	RXHOPE	3505128	09/23/2008
Triplefin, LLC	MEDXCLAIM	4778855	07/21/2015
Triplefin, LLC	RX365	4791335	08/11/2015
Triplefin, LLC	COPAY CONNECT	4927953	03/29/2016
Triplefin, LLC	PRIOR AUTHORIZATION CONNECT	4927954	03/29/2016

### TRADEMARK APPLICATIONS

Name of Grantor	Trademark Name	Status	Application Number	Filing Date
H. D. Smith, LLC	H. D. SMITH (Stylized)	Filed	86-888319	01/27/2016
H. D. Smith, LLC	HD SMITH SPECIALTY SOLUTIONS (Stylized)	Allowed	86-047859	08/26/2013
H. D. Smith, LLC	COMPLETECARE RX PHARMACY (and Design)	Filed	86-840858	12/07/2015
H. D. Smith, LLC	HDS HealthCare Packaging	Allowed	86-027403	08/02/2013
Triplefin, LLC	HUB-LITE	Filed	86-791943	10/19/2015
Triplefin, LLC	NRXCARD	Filed	86-868209	01/07/2016
Triplefin, LLC	SPECIALTY-LITE	Filed	86-791995	10/19/2015
H. D. Smith, LLC	PHARMAGEN	Filed	87-009171	04/21/2016
H. D. Smith, LLC	ORDERBASE	Filed	87-100686	07/12/2016

### COPYRIGHTS

Title	Type	Reg. No.	Reg. Date	Claimant
Orderbase III	Computer File	TX0002866857	4-May-1990	H. D. Smith Wholesale Drug Company

### COPYRIGHT APPLICATIONS

None.