

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399535

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tabula Rasa Healthcare, Inc.		07/01/2016	Corporation: DELAWARE
CareVentions, Inc.		07/01/2016	Corporation: DELAWARE
CareKinesis, Inc.		07/01/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	ABC Funding, LLC
<b>Street Address:</b>	222 Berkeley Street, 18th Floor
<b>Internal Address:</b>	c/o Summit Partners
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
<b>Registration Number:</b>	4840589	TABULARASA HEALTHCARE
<b>Registration Number:</b>	4796862	MEDWISE ADVISOR
<b>Serial Number:</b>	86812048	EIRENERXCS
<b>Registration Number:</b>	4289151	EIRENERX
<b>Registration Number:</b>	4835975	C CAPSTONE PERFORMANCE SYSTEMS
<b>Registration Number:</b>	4835974	MEDLIANCE
<b>Registration Number:</b>	4835776	CAREVENTIONS
<b>Registration Number:</b>	4375002	NIARX
<b>Registration Number:</b>	4329446	MEDICATION RISK MITIGATION BY CAREKINESI
<b>Registration Number:</b>	4959787	CAREKINESIS
<b>Registration Number:</b>	3457042	JACK RUSSELL SOFTWARE COMPANY
<b>Serial Number:</b>	86802135	MEDWISE ADVISOR

## CORRESPONDENCE DATA

Fax Number: 6172359493

*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.*

TRADEMARK

**Phone:** 617-951-7790  
**Email:** ronald.duvernay@ropesgray.com  
**Correspondent Name:** Ronald Duvernay  
**Address Line 1:** Prudential Tower, 800 Boylston Street  
**Address Line 2:** Ropes & Gray LP  
**Address Line 4:** Boston, MASSACHUSETTS 02199-3600

**ATTORNEY DOCKET NUMBER:** SPNH-052

**NAME OF SUBMITTER:** Ronald Duvernay

**SIGNATURE:** /r duvernay/

**DATE SIGNED:** 09/23/2016

**Total Attachments: 9**

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TRADEMARK SECURITY AGREEMENT dated as of July 1, 2016 (this "**Agreement**"), between Tabula Rasa Healthcare, Inc., a Delaware corporation (the "**Parent Borrower**"), CareVentions, Inc., a Delaware corporation ("**CareVentions**"), CareKinesis, Inc., a Delaware corporation ("**CareKinesis**", and together with Parent Borrower and CareVentions, each a "**Grantor**" and collectively, the "**Grantors**") and ABC FUNDING, LLC ("**ABC Funding**"), as collateral agent.

Reference is made to (a) the Guarantee and Collateral Agreement dated as of July 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among the Grantors from time to time party thereto and ABC Funding, as administrative agent and as collateral agent (in such capacities, the "**Agent**") and (b) the Credit Agreement dated as of July 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Parent Borrower, CareKinesis, CareVentions, Capstone Performance Systems, LLC, a Delaware limited liability company ("**Capstone**") and Medliance LLC, an Arizona limited liability company ("**Medliance**" and, together with Parent Borrower, CareKinesis, CareVentions and Capstone, each a "**Borrower**" and collectively, the "**Borrowers**"), the Lenders from time to time party thereto and the Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantors will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantors hereby collaterally assign and pledge to the Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, and hereby grant to the Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by them or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature and all registrations and applications for registration in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the "**Trademarks**"); and

(b) all goodwill associated with or symbolized by the Trademarks;

but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Guarantee and Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic form (including .pdf file) shall be effective as delivery of a manually signed counterpart.

SECTION 5. Applicable Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TABULA RASA HEALTHCARE, INC., a  
Delaware corporation

By:   
Name: Brian W. Adams  
Title: Chief Financial Officer

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005881 FRAME: 0899**

CAREKINESIS, INC., a Delaware corporation

By:   
Name: Briana W. Adams  
Title: Chief Financial Officer

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005881 FRAME: 0900**


CAREVENTIONS, INC., a Delaware corporation

By:   
Name: Brian W. Adams  
Title: Chief Financial Officer

*Signature Page to Trademark Security Agreement*

**ABC FUNDING, LLC, as Administrative Agent and  
Collateral Agent**

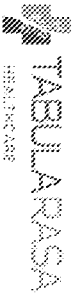
**By: Summit Partners Credit Advisors, L.P.  
Its: Manager**

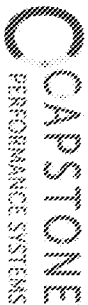


**By:**   
**Name: James Freeland**  
**Title: Authorized Signatory**



Schedule I

*U.S. Trademark Registrations and U.S. Trademark Applications*

Trademark	TABULARASA HEALTHCARE	3/9/2015	Tabula Rasa HealthCare, Inc.	86/557804	4,840,589	10/27/2015	Registered	 <p>Mark Declaration of Use: <u>10/27/2020</u> Declaration of Use and Application for Renewal: <u>10/27/2024</u></p>
Trademark	MedWise Advisor	10/23/2014	Tabula Rasa HealthCare, Inc.	86/432987	4,796,862	08/18/2015	Registered	<p>Text Declaration of Use: <u>08/18/2020</u> Declaration of Use and Application for Renewal: <u>08/18/2024</u></p>
Trademark	EireneRXCS	11/06/2015	CareKinesis, Inc.	86/812048			<b>Published</b> <u>April 26,</u> <u>2016</u>	
Trademark	EireneRX	07/31/2012	CareKinesis, Inc.	85/691376	4,289,151	02/12/2013	Registered	<p>Text Declaration of Use: <u>02/12/2018</u> Declaration of Use and Application for Renewal: <u>02/12/2022</u></p>
Trademark	Capstone Performance System	3/9/2015	Tabula Rasa HealthCare, Inc.	86/557790	4,835,975	10/20/2015	Registered	<p>Mark Declaration of Use:</p>

								<p><b>10/20/2020</b></p> <p>Declaration of Use and Application for Renewal: <b>10/20/2024</b></p> 
Trademark	Medlance	3/9/2015	Tabula Rasa HealthCare, Inc.	86/557779	4,835,974	10/20/2015	Registered	<p><b>Mark</b></p> <p>Declaration of Use: <b>10/20/2020</b></p> <p>Declaration of Use and Application for Renewal: <b>10/20/2024</b></p> 
Trademark	CareVentions	3/3/2015	Tabula Rasa HealthCare, Inc.	86/551050	4,835,776	10/20/2015	Registered	<p><b>Mark</b></p> <p>Declaration of Use: <b>10/20/2020</b></p> <p>Declaration of Use and Application for Renewal: <b>10/20/2024</b></p> 
Trademark	NiaRx	09/13/2012	CareVentions, Inc.	85/727186	4,375,002	07/30/2013	Registered	<p><b>Text</b></p> <p>Declaration of Use: <b>07/30/2018</b></p> <p>Declaration of Use and Application for Renewal: <b>07/30/2022</b></p>

Trademark	Medication Risk Mitigation by CareKinesis	06/06/2012	CareKinesis, Inc.	85/644412	4,329,446	04/30/2013	Registered	Text Declaration of Use: 04/30/2018 Declaration of Use and Application for Renewal: 04/30/2022
Trademark	CareKinesis	9/2/2015	CareKinesis, Inc.	86/745612	4,959,787	05/17/2016	Registered	Text Declaration of Use: 05/19/2021 Declaration of Use and Application for Renewal: 05/19/2025
Trademark	Jack Russell Software Company	9/4/2007	CareKinesis, Inc.	77/271426	3,457,042	07/01/2008	Registered	Text Declaration of Use: 07/01/2012 Declaration of Use and Application for Renewal: 07/01/2017
Trademark	Medwise Advisor & Design	10/28/2015	Tabula Rasa HealthCare, Inc.	86/802135			Pending	