

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403719

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Genoa, a QoL Healthcare Company, LLC		10/28/2016	Limited Liability Company: PENNSYLVANIA
Advanced Care Pharmacy Services, L.L.C.		10/28/2016	Limited Liability Company: MICHIGAN
1Docway, Inc.		10/28/2016	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		
<b>Street Address:</b>	Eleven Madison Avenue, 6th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2795667	GENOA	
<b>Registration Number:</b>	4878327	GENOA A QOL HEALTHCARE COMPANY	
<b>Registration Number:</b>	4875542	GENOA UNIVERSITY	
<b>Registration Number:</b>	4828583	O	
<b>Registration Number:</b>	4904126	GENOA ONLINE	
<b>Registration Number:</b>	4904125	MEDANALYZER	
<b>Registration Number:</b>	4936290	1DOCWAY	
<b>Serial Number:</b>	87014372	ADVANCED CARE MEDDROP	
<b>Serial Number:</b>	87014376	MEDDROP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	Michael Violet		

OP \$240.00 2795667

**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 10/31/2016

**Total Attachments: 6**

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## FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 28, 2016, (this "Agreement"), by Genoa, a QoL Healthcare Company, LLC, a Pennsylvania limited liability company, 1DocWay, Inc., a Michigan corporation and Advanced Care Pharmacy Services, L.L.C., a Michigan limited liability company (each, a "Grantor") in favor of Credit Suisse AG, Cayman Islands Branch ("CS"), as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of October 28, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among Holdings, the Loan Parties party thereto and the Administrative Agent. The First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of October 28, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "First Lien Credit Agreement"), by and among, *inter alios*, Specialized Pharmaceuticals, Inc., a Pennsylvania company, as Holdings, Genoa, a QoL Healthcare Company, LLC, a Pennsylvania limited liability company, as the Borrower, the Lenders from time to time party thereto, CS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "**IP Collateral**"):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more

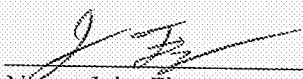
fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

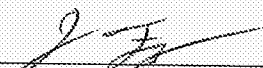
[Signature Pages Follow]

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

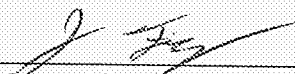
GENOA, A QOL HEALTHCARE COMPANY, LLC

By:   
Name: John Figueroa  
Title: President

IDOCWAY, INC.

By:   
Name: John Figueroa  
Title: President

ADVANCED CARE PHARMACY SERVICES, L.L.C.

By:   
Name: John Figueroa  
Title: President

**SCHEDULE I**

TRADEMARKS

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER / DATE</b>	<b>TRADEMARK</b>
Genoa, a QoL Healthcare Company, LLC	2,795,667 / December 16, 2003	GENOA
Genoa, a QoL Healthcare Company, LLC	4,878,327 / December 29, 2015	
Genoa, a QoL Healthcare Company, LLC	4,875,542 / December 22, 2015	GENOA UNIVERSITY
Genoa, a QoL Healthcare Company, LLC	4,828,583 / October 6, 2015	
Genoa, a QoL Healthcare Company, LLC	4,904,126 / February 23, 2016	Genoa Online
Genoa, a QoL Healthcare Company, LLC	4,904,125 / February 23, 2016	MedAnalyzer
1DOCWAY, INC	4,936,290 April 12, 2016	1DOCWAY

<b>APPLICANT</b>	<b>APPLICATION NO. / DATE</b>	<b>TRADEMARK</b>
Advanced Care Pharmacy Services, L.L.C.	87-014,372 / April 26, 2016	Advanced Care MedDrop
Advanced Care Pharmacy Services, L.L.C.	87-014,376 / April 26, 2016	MedDrop

**SCHEDULE II**

PATENTS

None.

PATENT APPLICATIONS

None.

**SCHEDULE III**

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.