

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413704

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARXIUM, Inc.		01/25/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	220 Portage Avenue, 16th Floor		
City:	Winnipeg		
State/Country:	CANADA		
Postal Code:	MB R3C 0A5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2683441	AUTOMED	
Registration Number:	3075363	EFFICIENCY WORKPATH	
Registration Number:	2554611	FASTFILL	
Registration Number:	3072621	FASTFIND	
Registration Number:	2937388	FASTPAK	
Registration Number:	2262839	MEDSELECT	
Registration Number:	1970530	OPTIFILL	
Registration Number:	2342999	OPTIFILL	
Registration Number:	2030836	OPTIFILL-II	
Registration Number:	2129315	OPTIFILL-II	
Registration Number:	2554067	QUICKFILL	
Serial Number:	86943788	RXWORKS	
Registration Number:	3680112	RXWORKS SUITE	
Registration Number:	3912954	SUPPLYSELECT	
Registration Number:	2732125	SUPPLYSOURCE	
Registration Number:	2596170	TELEPHARMACY	
Registration Number:	3713709	TELEPHARMACY SOLUTIONS	
Registration Number:	2793454	TELEPHARMACY SOLUTIONS	

OP \$465.00 2683441

CORRESPONDENCE DATA**Fax Number:** 2146926255*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:** 214-692-6200**Email:** patents@wickphillips.com**Correspondent Name:** JERRY C. HARRIS, JR.**Address Line 1:** 3131 MCKINNEY AVENUE, SUITE 100**Address Line 4:** DALLAS, TEXAS 75204

NAME OF SUBMITTER:	Jerry C. Harris, Jr.
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SIGNATURE:	/Jerry C. Harris, Jr./
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DATE SIGNED:	01/26/2017
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Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 25, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favour of the Royal Bank of Canada (the “Lender”).

WITNESSETH:

WHEREAS, pursuant to the demand credit agreement, dated as of November 30, 2016 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Senior Credit Agreement”) and the subordinate credit agreement, dated as of November 30, 2016 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Subordinate Credit Agreement”, together with the Senior Credit Agreement, the “Credit Agreements”) by and among the Borrower and the Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreements and to induce the Lender to make its extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreements.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Intellectual Property of such Grantor (the “Intellectual Property Collateral”), including, without limitation:

(a) all of its trademarks, trademark applications, patents, patent applications, and all intellectual property licenses providing for the grant by or to such Grantor of any right under any trademark or patent, including, without limitation, those trademarks and patents referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing trademarks and trademark applications;

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

(d) all reissues, re-examinations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing patents and patent applications; and

(e) 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. Exception to Grant. The security interest granted hereby does not and will not extend to, and “Intellectual Property Collateral” does not include any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. 1051, prior to the filing of a “statement of use” pursuant to Section 1(d) of the Lanham Act or an “amendment to allege use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under the applicable federal law.

Section 4. Guarantee 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 Lender pursuant to a general security agreement granted by each Grantor in favour of the Lender (the “General Security Agreements”) and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the General Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. Each 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 trademark, patent and intellectual property licenses subject to a security interest hereunder to the extent, and on the same terms, set forth in the General Security Agreements.

Section 6. 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 7. Termination. This Agreement shall terminate concurrently with the termination of the General Security Agreements.

Section 8. 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 Delaware and the federal laws of the United States applicable therein.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

ARXIUM INC.

as Grantor

By: 

Name: James Ferguson

Title: Secretary

ARXIUM, INC.

as Grantor

By: 

Name: James Ferguson

Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

ROYAL BANK OF CANADA, as Lender

By: 

Name: Joe Rodrigues

Title: Director

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent and Trademark Registrations

ARxIUM Inc.

OWNED INTELLECTUAL PROPERTY

Issued Patents (all are owned):

Jurisdiction	Product Family	Title	Application Number	Filing Date	Patent #	Issue Date	Expiry Date
US	RIVA	Automated Pharmacy Admixture System (Air Handling)	11/316,795	2005-12-22	7,610,115	2009-10-27	2025-12-22
US	RIVA	Automated Pharmacy Admixture System (Air Handling)	12/566,037	2009-09-24	8,571,708	2013-10-29	2026-08-08
US	RIVA	Automated Pharmacy Admixture System (Intermediary Bags)	12/628,884	2009-12-01	8,386,070	2013-02-26	2031-10-23
US	RIVA	Automated Pharmacy Admixture System (Multiple Claims)	11/389,995	2006-03-27	7,783,383	2010-08-24	2028-08-28
US	RIVA	Automated Pharmacy Admixture System (Multiple Claims)	12/756,763	2010-04-08	7,930,066	2011-04-19	2026-03-27
US	RIVA	Automated Pharmacy Admixture System (Multiple Claims)	13/044,049	2011-03-09	9,043,019	2015-05-26	2013-02-07
US	RIVA	Closed System Transfer Device and Automation System	13/950,061	2013-07-24	9,173,813	2015-11-03	2033-07-24
US	RIVA	Control of Fluid Transfer Operation (Needle Entry)	11/937,846	2007-11-09	8,267,129	2012-09-18	2027-11-09
US	RIVA	Gripper Device	12/209,097	2008-09-11	8,271,138	2012-09-18	2031-07-20
US	RIVA	Method and Apparatus for Automated Fluid Transfer Operations (Pressure Balance)	12/271,828	2008-11-14	8,225,824	2012-07-24	2030-07-30
US	RIVA	Ultraviolet Sanitization in Pharmacy Environments	12/035,850	2008-02-22	7,931,859	2011-04-26	2029-02-16
US	RIVA	Ultraviolet Sanitization in Pharmacy Environments	13/073,613	2011-03-28	8,182,744	2012-05-22	2028-02-22

Published Patent Applications (all are owned):

Jurisdiction	Product Family	Title	Application Number	Filing Date
US	RIVA	Automated Pharmacy Admixture System (Multiple Claims)	14/616,298	2015-02-06

Owned Trademarks:

Trademark Name	Territory	Reg. No	Reg. Date	Renewal Date
ARxIUM	US	Applied (application no. 86/851,113). Specimens and declaration of use submitted on October 9, 2016.		
Intelligent Hospital Systems & Design	US	4,089,450	2012-01-24	2022-01-24
RIVA & Design	US	4,017,683	2011-08-30	2021-08-30
Total Dose Solution	US	Application is written, but not submitted. Assembling evidence of first use.		

LICENSED INTELLECTUAL PROPERTY

Description	Country	Reg. No	Date Issued	Expiration Date	Agreement Details
Certification Mark - ETL Listed Intertek	US	3971323	2011-05-31	Audited Quarterly	Authorization to Mark - Document Control No. 3159901

OWNED INTELLECTUAL PROPERTY

Issued Patents (all are owned):

Jurisdiction	Product Family	Title	Application Number	Filing Date	Patent #	Issue Date	Expiry Date
US	Telepharmacy	Systems and Methods for Drug Dispensing	084596/2011	2011-04-06	5,663,378	2014-12-12	2020-09-22
US	MedSelect	Apparatus for Dispensing Medical Items	08/879,997	1997-06-20	6,019,249	2000-02-01	2017-06-20
US	MedSelect	Restocking Method for Medical Item Dispensing System	09/021,606	1998-02-10	6,112,502	2000-09-05	2018-02-10
US	MedSelect	Apparatus and Method for Loading Medical Items in a Dispenser Module	08/980,239	1997-11-28	6,141,942	2000-11-07	2017-11-28
US	Vial Filling	Integrated Automated Drug Dispenser Method and Apparatus	09/209,995	1998-12-11	6,256,967	2001-07-10	2018-12-11
US	OptiFill	Automated Method for Dispensing Bulk Medications with Machine-Readable Code	09/454,042	1999-12-03	6,370,841	2002-04-16	2019-12-03
US	Vial Filling	Integrated Automated Drug Dispenser Method and Apparatus	09/860,204	2001-05-18	6,449,927	2002-09-17	2018-12-11
US	Telepharmacy	Systems and Methods for Drug Dispensing	09/454,359	1999-12-03	6,564,121	2003-05-13	2019-12-03
US	Vial Filling	Medication Collecting System	09/702,441	2000-10-26	6,625,952	2003-09-30	2019-03-31
US	Telepharmacy	Systems and Methods for Dispensing Medical Products	10/105,059	2002-03-22	6,735,497	2004-05-11	2019-12-03
US	Vial Filling	Integrated Automated Drug Dispenser Method and Apparatus	10/186,755	2002-09-16	6,742,671	2004-06-01	2018-12-11
US	MedSelect	Apparatus for Dispensing Medical Items	09/921,014	2001-08-02	6,776,306	2004-08-17	2017-06-20
US	MedSelect	Medical Cabinet with Adjustable Drawers	09/288,685	1999-04-09	6,788,997	2004-09-07	2019-04-09
US	MedSelect	Method for Dispensing Medical Items	09/384,650	1999-08-27	6,902,083	2005-06-07	2017-06-20
US	MedSelect	System and Method for Tracking Medical Items and Supplies	10/725,913	2003-12-01	6,963,791	2005-11-08	2021-05-03
US	Telepharmacy	Systems for Dispensing Medical Products	10/272,516	2002-10-16	7,006,893	2006-02-28	2020-12-03
US	MedSelect	Apparatus for Dispensing Medical	10/760,016	2004-01-15	7,048,142	2006-05-23	2017-06-20

Inte- dication	Product Family	Title	Application Number	Filing Date	Patent #	Issue Date	Expiry Date
		Items					
US	MedSelect	Medical Item Storage Cabinet and Method	11/031,684	2005-01-07	7,258,249	2007-08-21	2022-02-23
US	MedSelect	Medical Item Storage Cabinet and Method	11/031,683	2005-01-07	7,262,698	2007-08-28	2021-11-21
US	MedSelect	Medical Item Storage Cabinet and Method	11/031,350	2005-01-07	7,263,410	2007-08-28	2021-12-22
US	MedSelect	Method of Dispensing and Tracking the Giving of Medical Items to Patients	09/428,035	1999-10-27	7,349,858	2008-03-25	2018-03-27
US	MedSelect	Medical Item Storage Cabinet and Method	11/031,686	2005-01-07	7,463,947	2008-12-09	2022-02-04
US	MedSelect	Method of Tracking and Dispensing Medical Items to Patients Through Self Service Delivery System	09/428,036	1999-10-27	7,467,093	2008-12-06	2018-05-25
US	MedSelect	Medical Item Storage Cabinet and Method	11/906,912	2007-10-04	7,515,988	2009-04-07	2021-05-03
US	MedSelect	Medical Item Storage Cabinet and Method	11/031,351	2005-01-07	7,596,427	2009-09-29	2022-09-26
US	MedSelect	Method of Tracking and Dispensing Medical Items	09/849,625	2001-05-04	7,685,026	2010-03-23	2028-10-06
US	MedSelect	Medical Item Storage Cabinet and Method	11/031,682	2005-01-07	7,689,316	2010-03-30	2021-05-03
US	MedSelect	Method for Tracking and Dispensing Medical Items	09/014,076	1998-01-27	7,751,932	2010-07-06	2018-01-25
US	Vial Filling (RFID)	Pharmacy Dispensing System and Method	11/003,186	2004-12-03	7,805,217	2010-09-28	2027-09-29
US	Efficiency Workpath	System and Method for Reception, Analysis and Annotation of Prescription Data	11/107,962	2005-04-15	7,847,970	2010-12-07	2029-10-07
US	Efficiency Workpath	System and Method for Management of Pharmacy Workflow	10/283,529	2002-10-30	7,860,724	2010-12-28	2026-09-24
US	Telepharmacy	Method for Controlling a Drug Dispensing System	10/315,963	2002-12-09	7,991,507	2011-08-02	2021-03-12
US	MedSelect SIA	Medication Cabinetry	12/351,679	2009-01-09	8,103,379	2012-01-24	2030-02-12
US	OptiFill	Apparatus and Methods for Dispensing Pre-Filled Containers with Precisely-Applied Patient Specific Information	11/142,979	2005-06-02	8,231,749	2012-07-31	2026-12-22
US	Vial Filling (RFID)	Pharmacy Dispensing System and Method	12/836,284	2010-07-14	8,417,379	2013-04-09	2025-08-04
US	MedSelect	System for Tracking and Dispensing Medical Items from	09/086,857	1998-05-29	8,423,180	2013-04-16	2019-11-12

Inte- dication	Product Family	Title	Application Number	Filing Date	Patent #	Issue Date	Expiry Date
		Environmentally Controlled Storage Area					
US	Efficiency Workpath	System and Method for Management of Pharmacy Workflow	12/953,140	2010-11-23	8,571,886	2013-10-29	2022-10-30
US	MedSelect	Cabinet System	13/032,753	2011-02-23	8,588,966	2013-11-19	2029-09-07
US	MedSelect	Method of Dispensing and Tracking the Giving of Medical Items to Patients	11/801,235	2007-05-09	8,700,420	2014-04-15	2018-08-09
US	MedSelect	Medical Cabinet Access Belt Optimization System	13/087,070	2011-04-14	8,744,621	2014-06-03	2029-09-05
US	MedSelect	Medical Supply Cabinet with Lighting Features	13/015,349	2011-01-27	8,746,908	2014-06-10	2031-07-14
US	Vial Filling (RFID)	Pharmacy Dispensing System and Method	13/839,127	2013-03-15	8,805,578	2014-08-12	2024-12-03
US	OptiFill	Apparatus and Methods for Dispensing Pre-Filled Containers with Precisely-Applied Patient Specific Information	13/536,594	2012-06-28	8,986,476	2015-03-24	2025-12-13
US	MedSelect	Medication Cabinetry	13/329,787	2011-12-19	9,111,408	2015-08-18	2029-05-18
US	MedSelect	Cabinet System with Improved Drawer Security	13/040,931	2011-03-04	9,121,197	2015-09-01	2029-02-16
US	MedSelect	Cabinet System	14/054,480	2013-10-15	9,245,405	2016-01-26	2029-05-25
US	MedSelect	Medical Supply Cabinet with Lighting Features	14/257,785	2014-04-21	9,291,341	2016-03-22	2031-02-10
US	MedSelect	Medical Cabinet Access Belt Optimization System	14/256,740	2014-04-18	9,345,644	2016-05-24	2029-01-09
US	Tray Filling	Pharmaceutical Tray Filling System and Method	13/828,791	2013-03-14	9,477,816	2016-10-25	2035-07-19
US	MedSelect	Medical Cabinet Access Belt Optimization System	15/072,008	2016-03-16	9,511,001	2016-07-07	2029-01-09
US	MedSelect	Cabinet System	14/969,370	2015-12-15	9,536,055	2017-01-03	2029-01-09

Issued Patents (jointly held with Yuyama):

Jurisdiction	Product Family	Title	Application Number	Filing Date	Patent #	Issue Date	Expiry Date
US	Vial Filling	Medication Collecting System	09/205,861	1998-12-04	6,170,230	2001-01-09	2018-12-04

Published Patent Applications (all are owned):

Jurisdiction	Product Family	Title	Application Number	Filing Date
US	Vial Filling (RFID)	Pharmacy Dispensing System and Method	14/313,756	2014-06-24
US	OptiFill	Apparatus and Methods for Dispensing Pre-Filled Containers with Precisely-Applied Patient Specific Information	14/619,913	2015-02-11
US	MedSelect	Medication Cabinetry	14/792,347	2015-07-06
US	MedSelect	Cabinet System with Improved Drawer Security	14/805,966	2015-07-22
US	MedSelect	Medical Supply Cabinet with Lighting Features	15/042,418	2016-02-15

Unpublished Patent Applications (all are owned):

Jurisdiction	Product Family	Title	Application Number	Filing Date
US	Tray Filling	Pharmaceutical Tray Filling System and Method	15/277,476	2016-09-27
US	MedSelect	Medical Cabinet Access Belt Optimization System	15/295,706	2016-10-17

Owned Trademarks:

Trademark Name	Territory	Reg. No. (Appl. No.)	Reg. Date	Renewal Date
AUTOMED	US	2,683,441	2003-02-04	2023-02-04
EFFICIENCY WORKPATH	US	3,075,363	2006-04-04	2026-04-04
ERXP	US	Word mark not promising, pursuing design mark.		
FASTFILL	US	2,554,611	2002-04-02	2022-04-02
FASTFIND	US	3,072,621	2006-03-28	2026-03-28
FASTPAK	US	2,937,388	2005-04-05	2015-04-05
MEDSELECT	US	2,262,839	1999-07-20	2019-07-20
OPTIFILL	US	1,970,530	1996-04-23	2016-04-23
OPTIFILL	US	2,342,999	2000-04-18	2020-04-18
OPTIFILL-II	US	2,030,836	1997-01-14	2017-01-14
OPTIFILL-II	US	2,129,315	1998-01-13	2018-01-13
QUICKFILL	US	2,554,067	2002-03-26	2022-03-26
RXWORKS	US	86943788	Applied	
RXWORKS SUITE	US	3,680,112	2009-09-08	2016-03-08
SUPPLYSELECT	US	3,912,954	2011-02-01	2021-02-01

Trademark Name	Territory	Reg. No. (Appl. No.)	Reg. Date	Renewal Date
SUPPLYSOURCE	US	2,732,125	2003-07-01	2023-07-01
TELEPHARMACY	US	2,596,170	2002-07-16	2022-07-16
TELEPHARMACY SOLUTIONS	US	3,713,709	2009-11-24	2019-11-24
TELEPHARMACY SOLUTIONS	US	2,793,454	2003-12-16	2023-12-16

[Intellectual Property Security Agreement (US)]

RECORDED: 01/26/2017

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