

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM416626

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BIOMATRIX SPECIALTY PHARMACY, LLC		11/17/2016	Limited Liability Company: FLORIDA
FFP HOLDCO, LLC		11/17/2016	Limited Liability Company: FLORIDA
FFP, LLC		11/17/2016	Limited Liability Company: FLORIDA
FFP ACQUISITION I, LLC		11/17/2016	Limited Liability Company: FLORIDA
FFP ACQUISITION II, LLC		11/17/2016	Limited Liability Company: FLORIDA
Factor Support Network Pharmacy, Inc.		11/17/2016	Corporation: CALIFORNIA
BiologicTx, LLC		11/17/2016	Limited Liability Company: NEVADA
INJECTABLE THERAPY SERVICES, INC.		11/17/2016	Corporation: CALIFORNIA
SUNSHINE INFUSION SERVICES INC.		11/17/2016	Corporation: ILLINOIS
BioMatrix Investments, L.L.C.		11/17/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Healthcare Financial Solutions, LLC, as Agent
<b>Street Address:</b>	2 Bethesda Metro Center
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Registration Number:</b>	4963911	MATRIX HEALTH GROUP
<b>Registration Number:</b>	4963900	MATRIX HEALTH GROUP
<b>Registration Number:</b>	3770308	FACTORRX SUPPORT NETWORK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3573290	HEMOCARE FOR THE CURE
Registration Number:	4211594	HOME HEALTH & INFUSION, WE HAVE IT COVER
Registration Number:	4271736	BIOLOGICTX
Serial Number:	86717219	BIOMATRIXSPRX

#### CORRESPONDENCE DATA

**Fax Number:** 4044435697

*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:** 404-443-5702

**Email:** lallen@mcguirewoods.com

**Correspondent Name:** Gerum Yilma, Esq.

**Address Line 1:** McGuireWoods LLP

**Address Line 2:** 1230 Peachtree Street, Suite 2100

**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	2060236-0124 Matrix (ACON
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<b>NAME OF SUBMITTER:</b>	Latosha E. Allen
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<b>SIGNATURE:</b>	/Latosha E. Allen/
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<b>DATE SIGNED:</b>	02/17/2017
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#### Total Attachments: 11

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Healthcare Financial Solutions, LLC (“HFS”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 17, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among BioMatrix Investments, L.L.C., a Delaware limited liability company (as a borrower prior to the consummation of the Closing Date Acquisition (as defined in the Credit Agreement (as defined below)), the “Initial Borrower” and as a guarantor after the consummation of the Closing Date Acquisition, “Holdings”), BioMatrix Specialty Pharmacy, LLC, a Florida limited liability company (“BioMatrix”), FFP Holdco, LLC, a Florida limited liability company (“FFP Holdco”), FFP, LLC, a Florida limited liability company (“FFP”), FFP Acquisition I, LLC, a Florida limited liability company (“FFP I”), FFP Acquisition II, LLC, a Florida limited liability company (“FFP II”), Factor Support Network Pharmacy, Inc., a California corporation (“FSNP”), BiologicTx, LLC, a Nevada limited liability company (“BiologicTx”), Injectable Therapy Services, Inc., a California corporation (“ITS”), and Sunshine Infusion Services Inc., an Illinois corporation (“SIS”) (Initial Borrower, BioMatrix, FFP Holdco, FFP, FFP I, FFP II, FSNP, BiologicTx, ITS and SIS are sometimes referred to herein collectively as “Borrowers” and individually as a “Borrower”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and HFS, as Agent for the Lenders and the L/C Issuers, have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Trademark 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 Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

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

(c) 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 Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty 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. 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 Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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 Trademark 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 New York.

[SIGNATURE PAGES FOLLOW]

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

BIOMATRIX INVESTMENTS, L.L.C  
as a Grantor

By 

Name: Daniel Jirjahn

Title: Managing Director

BIOMATRIX SPECIALTY  
PHARMACY, LLC, as a Grantor

By Bruce Greenberg  
Name: Bruce Greenberg  
Title: Chief Executive Officer

FFP HOLDCO, LLC, as Grantor

By Bruce Greenberg  
Name: Bruce Greenberg  
Title: President

FFP, LLC, as Grantor

By Bruce Greenberg  
Name: Bruce Greenberg  
Title: President

FFP ACQUISITION I, LLC, as Grantor

By Bruce Greenberg  
Name: Bruce Greenberg  
Title: President

FFP ACQUISITION II, LLC, as Grantor

By Bruce Greenberg  
Name: Bruce Greenberg  
Title: President

FACTOR SUPPORT NETWORK  
PHARMACY, INC., as Grantor

By Bruce Greenberg  
Name: Bruce Greenberg  
Title: President

BIOLOGICTX, LLC, as a Grantor

By 

Name: Saverio Rafanelli

Title: Chief Executive Officer

INJECTABLE THERAPY SERVICES,  
INC., as a Grantor

By 

Name: Saverio Rafanelli

Title: Chief Executive Officer

SUNSHINE INFUSION SERVICES,  
INC., as a Grantor

By 

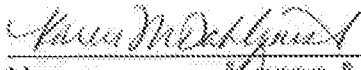
Name: Saverio Rafanelli

Title: Chief Executive Officer



ACCEPTED AND AGREED  
as of the date first above written:




HEALTHCARE FINANCIAL SOLUTIONS, LLC  
as Agent

By:   
Name: **Karen M. Dahlquist**  
Title: **Duty Authorized Signatory**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Description	Jurisdiction	Reg. No.
FFP Holdco, LLC	<u>Registered Trademark:</u> 	U.S.	4,963,911
FFP Holdco, LLC	<u>Registered Trademark:</u> <p style="text-align: center;">Matrix Health Group</p>	U.S.	4,963,900
Factor Support Network Pharmacy, Inc.	<u>Registered Trademark:</u> 	U.S.	3,770,308
Factor Support Network Pharmacy, Inc.	<u>Registered Trademark:</u> 	U.S.	3,573,290

<b>Sunshine Infusion Services, Inc.:</b>	<b><u>Registered Trademark:</u></b>  HOME HEALTH & INFUSION, WE HAVE IT COVERED!	U.S.	4,211,594
<b>Biologictx, LLC:</b>	<b><u>Registered Trademark:</u></b>  BIOLOGICTX	U.S.	4,271,736
<b>BioMatrix Specialty Pharmacy, LLC</b>	<b><u>Registered Trademark:</u></b> BIOMATRIXPRX	U.S.	86/717219
<b>BioMatrix Specialty Pharmacy, LLC</b>	<b><u>Registered Trademark:</u></b> BIOMATRIXPRX	Australia	1750801
<b>BioMatrix Specialty Pharmacy, LLC</b>	<b><u>Registered Trademark:</u></b> BIOMATRIXPRX	Canada	1766743
<b>BioMatrix Specialty Pharmacy, LLC</b>	<b><u>Registered Trademark:</u></b> BIOMATRIXPRX	China (People's Republic)	N/A
<b>BioMatrix Specialty Pharmacy, LLC</b>	<b><u>Registered Trademark:</u></b> BIOMATRIXPRX	European Community	15082811
<b>BioMatrix Specialty Pharmacy, LLC</b>	<b><u>Registered Trademark:</u></b> BIOMATRIXPRX	Japan	2016-012939
<b>BioMatrix Specialty Pharmacy, LLC</b>	<b><u>Registered Trademark:</u></b> BIOMATRIXPRX (05 Int.)	Saudi Arabia	1437013426
<b>BioMatrix Specialty Pharmacy, LLC</b>	<b><u>Registered Trademark:</u></b> BIOMATRIXPRX (42 Int.)	Saudi Arabia	1437013427

<b>BioMatrix Specialty Pharmacy, LLC</b>	<b>Registered Trademark:</b> BIOMATRIXSPRX (44 Int.)	Saudi Arabia	1437013428

## 2. TRADEMARK APPLICATIONS

None.

## 3. IP LICENSES

<b>Contract Parties</b>	<b>Date</b>	<b>Granting / Receiving Parties</b>
UltiPro Agreement between The Ultimate Software Group, Inc. and BioMatrix Specialty Pharmacy, LLC / DBA BioMatrix	02/24/16	Granting: The Ultimate Software Group, Inc.  Receiving: BioMatrix Specialty Pharmacy, LLC
Pathway Membership Agreement between Pathway Purchasing Network, LLC and the following:  <ul style="list-style-type: none"> <li>• FFP, LLC</li> <li>• FFP Acquisition I, LLC</li> <li>• FFP Acquisition II, LLC</li> <li>• Factor Support Network Pharmacy, Inc.</li> <li>• Sunshine Infusion Services, Inc.</li> <li>• BiologicTx, LLC</li> <li>• Injectable Therapy Services, Inc.</li> </ul>	01/26/16	Granting: Pathway Purchasing Network, LLC  Receiving:  <ul style="list-style-type: none"> <li>• FFP, LLC</li> <li>• FFP Acquisition I, LLC</li> <li>• FFP Acquisition II, LLC</li> <li>• Factor Support Network Pharmacy, Inc.</li> <li>• Sunshine Infusion Services, Inc.</li> <li>• BiologicTx, LLC</li> <li>• Injectable Therapy Services, Inc.</li> </ul>
Order Form and Master Subscription and License Agreement between Loma Linda Transplant and BiologicTx, LLC	03/24/16	Granting: BiologicTx, LLC  Receiving: Loma Linda Transplant
Order Form and Master Subscription and License Agreement between BiologicTx, LLC and UC Davis Medical Center	03/29/16	Granting: BiologicTx, LLC  Receiving: UC Davis Medical Center

Order Form and Master Subscription and License Agreement between BiologicTx,, LLC and University Health System –Texas Government	05/01/16	Granting: BiologicTx, LLC  Receiving: University Health System – Texas Government
Order Form and Master Subscription and License Agreement between BiologicTx, LLC and Barnes Jewish Hospital – BJC HealthCare	03/27/15	Granting: BiologicTx, LLC  Receiving: Barnes Jewish Hospital – BJC HealthCare
Order Form and Master Subscription and License Agreement between BiologicTx, LLC and The Methodist Hospital d/b/a Houston Methodist for itself and for its subsidiaries	01/26/14	Granting: BiologicTx, LLC  Receiving: The Methodist Hospital d/b/a Houston Methodist for itself and for its subsidiaries
Order Form and Master Subscription and License Agreement between BiologicTx, LLC and Saudi Center for Organ Transplantation	12/01/15	Granting: BiologicTx, LLC  Receiving: Saudi Center for Organ Transplantation
Order Form and Master Subscription and License Agreement between BiologicTx, LLC and St. Vincent Medical Center	01/28/14	Granting: BiologicTx, LLC  Receiving: St. Vincent Medical Center
Order Form and Master Subscription and License Agreement between BiologicTx, LLC and UCSF Medical Center	01/25/14	Granting: BiologicTx, LLC  Receiving: UCSF Medical Center
Order Form and Master Subscription and License Agreement between BiologicTx, LLC and Sutter West Bay Hospitals dba California Pacific Medical Center	01/01/13	Granting: BiologicTx, LLC  Receiving: Sutter West Bay Hospitals dba California Pacific Medical Center