

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420034

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VICTORIA SERVICES, LLC | | 03/01/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | FIFTH STREET FINANCE CORP., AS ADMINISTRATIVE AGENT | | |
| Street Address: | 10 BANK STREET | | |
| Internal Address: | 12TH FLOOR | | |
| City: | WHITE PLAINS | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10606 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4073830 | MOBILELINK-RX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3105572193 | | |
| <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> | | | |
| Phone: | 310-557-2900 | | |
| Email: | klathrop@proskauer.com | | |
| Correspondent Name: | PROSKAUER ROSE LLP | | |
| Address Line 1: | 2049 CENTURY PARK EAST, SUITE 3200 | | |
| Address Line 2: | C/O KIMBERLEY A. LATHROP | | |
| Address Line 4: | LOS ANGELES, CALIFORNIA 90067 | | |
| ATTORNEY DOCKET NUMBER: | 28514.126 | | |
| NAME OF SUBMITTER: | Kimberley A. Lathrop | | |
| SIGNATURE: | /Kimberley A. Lathrop/ | | |
| DATE SIGNED: | 03/17/2017 | | |
| Total Attachments: 4 | | | |
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 1 2017, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Fifth Street Finance Corp. (“**Fifth Street**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Lenders, the L/C Issuers, and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 21, 2013 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrowers, the Borrower Representative, Parent and the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto, and Fifth Street, as Agent for the Lenders and the L/C Issuers, 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 has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; 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 the 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 the 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 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 such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks 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;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; 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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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 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.

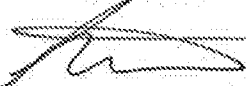
Very truly yours,

VICTORIA SERVICES, LLC,
as Grantor

By: 
Name: SCOTT WARSHAW
Title: CFO

ACCEPTED AND AGREED
as of the date first above written:

FIFTH STREET FINANCE CORP.
as Agent

By: 
Name: Patrick J. Dalton
Title: Co-President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006013 FRAME: 0615

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

| Mark | Owner | Serial No. (filing date) | Registration No. (Reg. date) | International Class (Goods and Services Description) |
|---------------|---------------------------|-----------------------------|------------------------------------|---|
| MOBILELINK-RX | Victoria Services, LLC | 85,311,742 (05/04/2011) | 4,073,830 (12/20/2011) | 38 (Telecommunication services, namely, providing automated text messaging services enabling pharmacies to notify patients via hand-held mobile devices when prescriptions are ready for pick-up, automated text messaging services to send follow-up pick-up and refill reminders, and automated text messaging services for sending health alerts and health-related promotional messages) |

B. TRADEMARK APPLICATIONS

N/A