

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM432678

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SCRIP HOLDING CORPORATION		06/23/2017	Corporation: DELAWARE
SCRIP PRODUCTS CORPORATION		06/23/2017	Corporation: DELAWARE
ADVANTAGE MEDICAL EQUIPMENT & SUPPLY, INC.		06/23/2017	Corporation: INDIANA
SCRIP, INC.		06/23/2017	Corporation: ILLINOIS
ALLEGRO ENTERPRISES, INC.		06/23/2017	Corporation: ARIZONA

RECEIVING PARTY DATA

Name:	STIFEL BANK & TRUST, as administrative agent
Street Address:	70 West Madison St.
Internal Address:	Suite 2500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	a nonfiduciary trust company formed in the State of Missouri: MISSOURI

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	87201304	SCRIPMEDICAL
Registration Number:	2515251	SCRIP
Registration Number:	2524415	SCRIP
Registration Number:	2729160	PRO-MED PRODUCTS
Registration Number:	3226158	ORGANIC NATURALS
Registration Number:	3271146	HELP FOR HOME
Registration Number:	3278516	HELP FOR HOME PATIENT REHAB SUPPLIES TO
Registration Number:	3425867	ALLEGROMEDICAL
Registration Number:	3783451	NRG
Registration Number:	3816366	NRG ENERGY MASSAGE TABLES
Registration Number:	4068104	PROMED PRODUCTS XPRESS MOVING YOU FORWAR
Registration Number:	4163886	MASSAGE FX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4167062	MASSAGE FX
Registration Number:	4315001	KÜR
Registration Number:	4386487	LOTUS TOUCH
Registration Number:	4386488	LOTUS TOUCH
Registration Number:	4474840	MASSAGE WAREHOUSE
Registration Number:	4475378	MASSAGE WAREHOUSE & SPA ESSENTIALS
Registration Number:	4534567	MASSAGE WAREHOUSE SANCTUARY
Registration Number:	4537584	SCRIPHESSCO
Registration Number:	4537586	S SCRIP HESSCO
Registration Number:	4864349	VEDALUX
Registration Number:	4948978	THERAPRO
Registration Number:	5083456	MASSAGE WAREHOUSE MASSAGE · SPA · SALON

CORRESPONDENCE DATA

Fax Number: 3126095005

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: 312-609-7798

Email: ablekhman@vedderprice.com

Correspondent Name: Aida Blekhman

Address Line 1: 222 N. LaSalle Street

Address Line 2: 25th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 50556.00.0002

NAME OF SUBMITTER: Aida Blekhman

SIGNATURE: /Aida Blekhman/

DATE SIGNED: 06/27/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 23rd day of June, 2017, by SCRIP HOLDING CORPORATION, a Delaware corporation ("Holdings"), SCRIP PRODUCTS CORPORATION, a Delaware corporation ("Scrip Products"), ADVANTAGE MEDICAL EQUIPMENT & SUPPLY, INC., an Indiana corporation ("Advantage Medical"), SCRIP, INC., an Illinois corporation ("Scrip Illinois"), and ALLEGRO ENTERPRISES, INC., an Arizona corporation ("Allegro Enterprises", and together with Holdings, Scrip Products, Advantage Medical and Scrip Illinois, individually each referred to herein as a "Grantor" and collectively referred to herein as "Grantors"); in favor of STIFEL BANK & TRUST, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) and other Secured Parties ("Administrative Agent");

W I T N E S S E T H:

WHEREAS, Grantors, Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantors, by Lenders;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantors agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantors granted to Administrative Agent, for its benefit and the benefit of the Lenders and other Secured Parties, a security interest in substantially all of the assets of Grantors including, without limitation, all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications and all renewals, extensions and continuations of the foregoing (the "Trademarks"), together with the goodwill of the business symbolized by Grantors' Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantors hereby grant to Administrative Agent, for its benefit and the benefit of Lenders and other Secured Parties, a continuing security interest in Grantors' entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark"):

Collateral” provided, that, for the avoidance of doubt, Trademark Collateral shall exclude any Excluded Property), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent-to-use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

5. Releases. If any of the Trademark Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then such Trademark Collateral shall be released from the Liens created hereby and the Administrative Agent, at the request and sole expense of such Grantor, shall promptly execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Trademark Collateral.

6. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

7. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

GRANTORS:

SCRIP HOLDING CORPORATION, a
Delaware corporation

By: K. Kibler
Kray Kibler
President and Treasurer

SCRIP PRODUCTS CORPORATION, a
Delaware corporation

By: K. Kibler
Kray Kibler
President and Treasurer

**ADVANTAGE MEDICAL EQUIPMENT &
SUPPLY, INC.,** an Indiana corporation

By: K. Kibler
Kray Kibler
President and Treasurer

SCRIP, INC., an Illinois corporation

By: K. Kibler
Kray Kibler
President and Treasurer

ALLEGRO ENTERPRISES, INC., an
Arizona corporation

By: K. Kibler
Kray Kibler
President and Treasurer

Signature Page to Trademark
Security Agreement

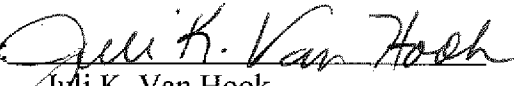
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TRADEMARK
REEL: 006091 FRAME: 0666

Agreed and Accepted as of the Date First Written Above

ADMINISTRATIVE AGENT:

STIFEL BANK & TRUST

By: 
Juli K. Van Hook
Senior Vice President

Signature Page to Trademark
Security Agreement



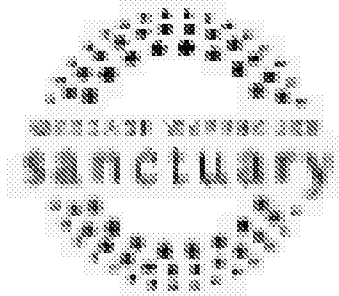

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TRADEMARK
REEL: 006091 FRAME: 0667

Schedule A

Trademarks

Grantor	Trademark	Serial No.	Trademark Registration Number	Date of Application	Date of Registration
Scrip, Inc.	ORGANIC NATURALS	78794170	3,226,158	18-Jan-2006	03-Apr-2007
Scrip, Inc.	PRO-MED PRODUCTS	78105260	2,729,160	28-Jan-2002	24-June-2003
Scrip, Inc.	SCRIP	76235624	2,515,251	30-Mar-2001	04-Dec-2001
Scrip, Inc.	LOTUS TOUCH	85645100	4,386,487	06-June-2012	20-Aug-2013
Scrip, Inc.		85645199	4,386,488	06-June-2012	20-Aug-2013
Scrip, Inc.	SCRIP	76039540	2,524,415	03-May-2000	01-Jan-2002
Scrip, Inc.		85037039	4,068,104	12-May-2010	06-Dec-2011
Scrip, Inc.	NRG	77701021	3,783,451	27-Mar-2009	04-May-2010
Scrip, Inc.		77701322	3,816,366	27-Mar-2009	13-Jul-2010
Scrip, Inc.	MASSAGE FX	85438878	4,163,886	04-October-2011	26-June-2012

Grantor	Trademark	Serial No.	Trademark Registration Number	Date of Application	Date of Registration
Scrip, Inc.		85438994	4,167,062	04-October-2011	03-July-2012
Scrip, Inc.	KÜR	85450352	4,315,001	18-October-2011	02-April-2013
Scrip, Inc.	MASSAGE WAREHOUSE	85961374	4,474,840	17-June-2013	28-January-2014
Scrip, Inc.		86028680	4,475,378	05-August-2013	28-January-2014
Scrip, Inc.		85859629	4,534,567	25-February-2013	20-May-2014
Scrip, Inc.	SCRIPHESSCO	86094172	4,537,584	17-October-2013	27-May-2014
Scrip, Inc.		86094248	4,537,586	17-October-2013	27-May-2014

Grantor	Trademark	Serial No.	Trademark Registration Number	Date of Application	Date of Registration
Advantage Medical Equipment & Supply, Inc.	HELP FOR HOME	77013123	3,271,146	04-October-2006	31-July-2007
Advantage Medical Equipment & Supply, Inc.	HELP FOR HOME PATIENT REHAB SUPPLIES TO GO!	77013518	3,278,516	04-October-2006	14-August-2007
Allegro Enterprises, Inc.	ALLEGROMEDICAL	77244743	3,425,867	01-August-2007	13-May-2008
Scrip, Inc.	THERAPRO	86403228	4948978	September 23, 2014	May 3, 2016
Scrip, Inc.	VEDALUX	86436101	4864349	October 27, 2014	December 1, 2015
Scrip, Inc.	 MASSAGE WAREHOUSE	86758832	5083456	September 16, 2015	November 15, 2016
Scrip, Inc.	SCRIPMEDICAL	87201304	N/A	October 12, 2016	N/A