

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM435011

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WELLPARTNER, INC.		07/01/2016	Corporation: DELAWARE
MOUNTAIN GROVE INVESTMENT GROUP, LLC		07/01/2016	Limited Liability Company: MISSOURI
SPECIALTY SERVICES HOLDING LLC		07/01/2016	Limited Liability Company: DELAWARE
BLUEGRASS PHARMACY OF LEXINGTON, LLC		07/01/2016	Limited Liability Company: KENTUCKY

**RECEIVING PARTY DATA**

<b>Name:</b>	COMERICA BANK
<b>Street Address:</b>	39200 W. SIX MILE ROAD
<b>City:</b>	LIVONIA
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48152
<b>Entity Type:</b>	TEXAS BANKING ASSOCIATION: TEXAS

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
<b>Serial Number:</b>	87105989	WELLPARTNER 340B CONFIDENT
<b>Serial Number:</b>	87091423	WELLPARTNER COMPLIANCE
<b>Serial Number:</b>	87105969	WELLPARTNER CONVERGENCE
<b>Serial Number:</b>	87105961	WELLPARTNER COUNTER
<b>Serial Number:</b>	87091350	WELLPARTNER CLARITY

**CORRESPONDENCE DATA**

**Fax Number:** 8585506420

*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:** 858-550-6433

**Email:** jmfitzpatrick@cooley.com

**Correspondent Name:** JENNIFER FITZPATRICK

**Address Line 1:** C/O COOLEY LLP

**Address Line 2:** 4401 EASTGATE MALL

**Address Line 4:** SAN DIEGO, CALIFORNIA 92121

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	036703-1813
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/
<b>DATE SIGNED:</b>	07/13/2017

**Total Attachments: 7**

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**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement is entered into as of July <sup>1</sup>, 2016 (the "**Agreement**") by and between **COMERICA BANK** ("**Bank**") and **WELLPARTNER, INC.**, a Delaware corporation ("**Wellpartner**"), **MOUNTAIN GROVE INVESTMENT GROUP, LLC**, a Missouri limited liability company ("**Mountain Grove**"), **SPECIALTY SERVICES HOLDING LLC** a Delaware limited liability company ("**Purchaser**") and **BLUEGRASS PHARMACY OF LEXINGTON, LLC**, a Kentucky limited liability company ("**Bluegrass**", and together with Wellpartner, Mountain Grove and Purchaser, collectively "**Grantor**").

**RECITALS**

**A.** Grantor and Bank are parties to that certain Loan and Security Agreement dated as of October 22, 2007, (as amended, restated, modified or supplemented from time to time, the "Original Loan Agreement"). Grantor and Bank intend to enter into that certain Amended and Restated Loan and Security Agreement dated as of the date hereof in order to amend and restate, without novation, the Original Loan Agreement (the "Amended and Restated Loan Agreement"). Capitalized terms used herein without definition are used as defined in the Amended and Restated Loan Agreement.

**B.** Bank and Grantor have previously entered into that certain Intellectual Property Security Agreement dated as of October 22, 2007 (as the same may have been amended, restated or otherwise modified, the "Original Agreement"). Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original Agreement. All security interests granted under the Original Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under the Amended and Restated Loan Agreement.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Amended and Restated Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure its obligations under the Amended and Restated Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Amended and Restated Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Amended and Restated Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Amended and Restated Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Amended and Restated Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*[Remainder of this page is intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**WELLPARTNER, INC.**

20800 S.W. 115th Avenue, Suite 100  
Tualatin, OR 97062

By: J. Love  
Name: James Love  
Title: Chief Executive Officer

Attn: Chief Financial Officer

**MOUNTAIN GROVE INVESTMENT GROUP, LLC**

By: Wellpartner, Inc., its sole member

20800 S.W. 115th Avenue, Suite 100  
Tualatin, OR 97062

By: J. Love  
Name: James Love  
Title: Chief Executive Officer

Attn: Chief Financial Officer

**SPECIALTY SERVICES HOLDING LLC**

By: Wellpartner, Inc., its sole member

20800 S.W. 115th Avenue, Suite 100  
Tualatin, OR 97062

By: J. Love  
Name: James Love  
Title: Chief Executive Officer

Attn: Chief Financial Officer

**BLUEGRASS PHARMACY OF LEXINGTON, LLC**

By: Specialty Services Holding, its sole member

20800 S.W. 115th Avenue, Suite 100  
Tualatin, OR 97062

By: J. Love  
Name: James Love  
Title: Chief Executive Officer

Attn: Chief Financial Officer

**BANK:**

Address of Bank:

**COMERICA BANK**

39200 W. Six Mile Road  
Livonia, MI 48152

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attn: Livonia Operations Center

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**WELLPARTNER, INC.**

22 Cortland Street, 17<sup>th</sup> Floor  
New York, NY 10007

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attn: Chief Financial Officer

**MOUNTAIN GROVE INVESTMENT GROUP, LLC**

22 Cortland Street, 17<sup>th</sup> Floor  
New York, NY 10007

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attn: Chief Financial Officer

**SPECIALTY SERVICES HOLDING LLC**

22 Cortland Street, 17<sup>th</sup> Floor  
New York, NY 10007

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attn: Chief Financial Officer

**BLUEGRASS PHARMACY OF LEXINGTON, LLC**

22 Cortland Street, 17<sup>th</sup> Floor  
New York, NY 10007

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attn: Chief Financial Officer

**BANK:**

Address of Bank:

**COMERICA BANK**

39200 W. Six Mile Road  
Livonia, MI 48152

By: Sag Hall  
Name: Douglas Hollenback  
Title: Vice President

Attn: Livonia Operations Center

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

**EXHIBIT B****Patents**

<b>Owner</b>	<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue/ Application Date</b>
Wellpartner	System and method for prepurchased replenishment of pharmaceuticals	8,412,538	04/02/2013
Wellpartner	System and method for dispersing medications using a single point replenishment	8,370,173	02/05/2013
Wellpartner	System and method for dispersing medications using a single point purchase	8,050,941	11/01/2011
Wellpartner	System and method for cached replenishment of pharmaceuticals	12/552,198	09/01/2009
Wellpartner	System and method for controlling a replenishment program through a contract pharmacy	12/145,960	06/25/2008
Wellpartner	Method and apparatus for delivering a pharmaceutical prescription copay counselor over an internet protocol network (ABANDONED)	10/047,470	10/23/2001
Wellpartner	Method, apparatus and system for providing health management resources and pharmacy services to consumers (ABANDONED)	09/689,267	10/12/2000
Wellpartner	Method, apparatus and system for providing a drug utilization review that integrates non-prescription items (ABANDONED)	09/687,268	10/12/2000
Wellpartner	Method and system for dispensing pharmaceuticals (ABANDONED)	60/607,141	07/05/06



**EXHIBIT C**

**Trademarks**

<b>Owner</b>	<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
Wellpartner	ACCESSCOUNTER	86/859,245	12/28/2015
Wellpartner	ACCESSVIEW	86/859,239	12/28/2015
Wellpartner	WELLPARTNER	86/569,338	03/19/2015
Wellpartner	ACCESSCOMPARE	4,810,298	09/08/2015
Wellpartner	ACCESSINTEGRA	4,810,297	09/08/2015
Wellpartner	ACCESSCONVERGENCE	4,882,797	01/05/2016
Wellpartner	304B ACCESS CONVERGENCE	4,696,835	03/03/2015
Wellpartner	WELLPARTNER	2,621,748	09/17/2002
Wellpartner	WELLPARTNER 340B CONFIDENT	87/105,989	07/15/2016
Wellpartner	WELLPARTNER COMPLIANCE	87/091,423	07/01/2016
Wellpartner	WELLPARTNER CONVERGENCE	87/105,969	07/15/2016
Wellpartner	WELLPARTNER COUNTER	87/105,961	07/15/2016
Wellpartner	WELLPARTNER CLARITY	87/091,350	07/01/2016