

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOSCRIP, INC., as Grantor		06/29/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Second Lien Collateral Agent		
Street Address:	9062 Old Annapolis Road		
Internal Address:	Attention: Jason Prisco		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21045		
Entity Type:	ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4266669	CAREPOINT PARTNERS THE NEW FACE OF INFUS	
Registration Number:	4096781	SCRIPFACTS	
Registration Number:	3476661	BIO SCRIP	
Registration Number:	2596894	BIOSCRIP	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	dlaker@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Danielle G. Laker		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	17116-006		
NAME OF SUBMITTER:	Danielle Laker		
SIGNATURE:	/Danielle Laker/		
DATE SIGNED:	07/14/2017		

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Total Attachments: 5

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Trademark Security Agreement (Second Lien)

THIS TRADEMARK SECURITY AGREEMENT (SECOND LIEN), dated as of June 29, 2017 (this “Security Agreement”), is made by BIOSCRIP, INC., a Delaware corporation (the “Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantor has entered into that certain Second Lien Note Purchase Agreement dated as of June 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among the Grantor, the purchasers from time to time party thereto and the Collateral Agent, providing for, among other things, the issuance by the Grantor and the purchase by the Purchasers of the Notes, subject to the terms set forth therein;

WHEREAS, in connection with the Note Purchase Agreement, the Grantor and certain of its Subsidiaries have entered into that certain Second Lien Guaranty and Security Agreement dated as of June 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Note Purchase Agreement, the Grantor hereby agrees 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. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and lien on all right, title and interest of the Grantor in, to and under the following Collateral (in each case, other than Excluded Property) (the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark Licenses, including, without limitation, the Trademark Collateral set forth on Schedule I 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 Security Agreement is granted in conjunction with the security interest granted to the Collateral

Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

SECTION 4. Termination. This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released in accordance with Section 10.16 of the Guaranty and Security Agreement. Upon the termination of this Security Agreement, the Collateral Agent shall, at the sole cost and expense of the Note Parties, promptly execute all documents, make all filings and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral subject to a security interest hereunder.

SECTION 6. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.


SECTION 8. Note Document. For avoidance of doubt, the Grantor and the Collateral Agent hereby acknowledge and agree that this Security Agreement is a Note Document.

SECTION 9. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Grantor and the Collateral Agent (on behalf of each Secured Party) agree that the Lien and security interest granted to the Collateral Agent pursuant to this Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, after the execution and delivery thereof, are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement, the ABDC Intercreditor Agreement and each other intercreditor agreement entered into by the Collateral Agent with respect to the Secured Obligations. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement, the ABDC Intercreditor Agreement or any other intercreditor agreement entered into by the Collateral Agent with respect to the Secured Obligations and the terms of this Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement, the ABDC Intercreditor Agreement or such other intercreditor agreement shall govern and control at any time that the First Lien/Second Lien Intercreditor Agreement, the ABDC Intercreditor Agreement or such other intercreditor agreement is in effect.

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


BIOSCRIP, INC.

By: 
Name: Stephen Deitsch
Title: Senior Vice President, Chief Financial
Officer and Treasurer

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:  _____

Name: Michael Pinzon
Title: Vice President

SCHEDULE I

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

Owner Name	Mark	Registration Number	Registration Date
BIOSCRIP, INC.	CAREPOINT PARTNERS THE NEW FACE OF INFUSION	4266669	01-JAN-2013
BIOSCRIP, INC.	SCRIPFACTS	4096781	07-FEB-2012
BIOSCRIP, INC.	BIO SCRIP	3476661	29-JUL-2008
BIOSCRIP, INC.	BIOSCRIP	2596894	23-JUL-2002

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.