

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

ETAS ID: TM441945

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Therapeutic Research Center, LLC		09/01/2017	Limited Liability Company: DELAWARE
Therapeutic Research Faculty, LLC		09/01/2017	Limited Liability Company: DELAWARE
Natural Standard, LLC		09/01/2017	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	TRC Debtco, LLC
<b>Street Address:</b>	335 North Maple Drive, Suite 130
<b>Internal Address:</b>	c/o Levine Leichtman Capital Partners, Inc.
<b>City:</b>	Beverly Hills
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90210
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
<b>Serial Number:</b>	87174194	TRC
<b>Serial Number:</b>	87174187	TRC
<b>Serial Number:</b>	87036906	NURSE'S LETTER X
<b>Serial Number:</b>	86713170	THERAPEUTIC RESEARCH CENTER
<b>Registration Number:</b>	3995356	PHARMACY TECHNICIANS UNIVERSITY
<b>Registration Number:</b>	4037165	PHARMACY TECHNICIANS UNIVERSITY
<b>Registration Number:</b>	3621994	NATURAL MEDICINES BRAND EVIDENCE-BASED R
<b>Registration Number:</b>	3621993	NATURAL MEDICINES BRAND RATING EVIDENCE-
<b>Registration Number:</b>	3497912	PL JOURNAL CLUB
<b>Registration Number:</b>	3425794	PL CE LIVE
<b>Registration Number:</b>	3497911	PHARMACY TECHNICIAN'S LETTER
<b>Registration Number:</b>	2452590	NATURAL MEDICINES COMPREHENSIVE DATABASE
<b>Registration Number:</b>	2306236	PRESCRIBER'S LETTER
<b>Registration Number:</b>	2283188	PHARMACIST'S LETTER

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	4008314	TECHNICIAN TRAINING TUTORIAL
Serial Number:	87544055	PHARMACY TECHNICIANS UNIVERSITY
Registration Number:	4060328	NATURAL MEDWATCH
Registration Number:	3567374	5
Registration Number:	2666906	NATURAL STANDARD

**CORRESPONDENCE DATA**

Fax Number: 3128622200

*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: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	15375-53 RMP
NAME OF SUBMITTER:	Renee M. Prescan
SIGNATURE:	/Renee M. Prescan/
DATE SIGNED:	09/05/2017

**Total Attachments: 7**

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source=ESCROW - TRC Healthcare NPA - IPSA - Trademark Security Agt Sep-01-17#page2.tif  
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source=ESCROW - TRC Healthcare NPA - IPSA - Trademark Security Agt Sep-01-17#page7.tif

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this September 1, 2017, among the Grantors listed on the signature pages hereof (each a “Grantor” and, together, the “Grantors”), and TRC DEBT CO, LLC, as agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Agent”).

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of September 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among THERAPEUTIC RESEARCH CENTER, LLC, a Delaware limited liability company (the “Company”), TRC BUYER, LLC, a Delaware limited liability company (the “Parent”), the Grantors, the other Guarantors from time to time party thereto (together with the Parent, the Company and the Grantors the “Company Parties”), the Agent and the purchasers from time to time party thereto (the “Purchasers”), the Purchasers are willing to purchase the Notes pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that the Company Parties shall have executed and delivered to the Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of September 1, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks including those referred to on Schedule I hereto and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party;

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

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors to the Agent or the other Secured Parties, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving Grantors.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Section 22 of the Security Agreement is incorporated herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If a Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, each Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of such Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken

together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, 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.

**GRANTORS:**

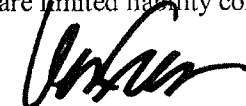
**THERAPEUTIC RESEARCH CENTER, LLC,**  
a Delaware limited liability company

By:   
Name: Wes Crews  
Title: President

**THERAPEUTIC RESEARCH FACULTY, LLC,**  
a Delaware limited liability company

By:   
Name: Wes Crews  
Title: President

**NATURAL STANDARD, LLC,**  
a Delaware limited liability company

By:   
Name: Wes Crews  
Title: President

**ACCEPTED AND ACKNOWLEDGED BY:**

**TRC DEBTCO, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: David Wolmer  
Title: President

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, 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.

**GRANTORS:**

**THERAPEUTIC RESEARCH CENTER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Wes Crews  
Title: President

**THERAPEUTIC RESEARCH FACULTY, LLC,**  
a Delaware limited liability company

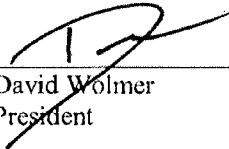
By: \_\_\_\_\_  
Name: Wes Crews  
Title: President

**NATURAL STANDARD, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Wes Crews  
Title: President

**ACCEPTED AND ACKNOWLEDGED BY:**

**TRC DEBTCO, LLC,**  
a Delaware limited liability company




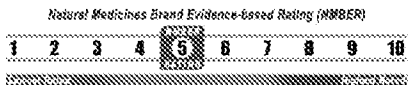

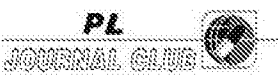


By:  \_\_\_\_\_  
Name: David Wolmer  
Title: President

[Signature Page to Trademark Security Agreement]

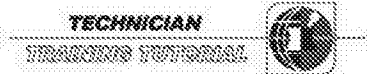
**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

**Therapeutic Research Center, LLC:**

<b>Jurisdiction</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Mark</b>
U.S.	87174194		
U.S.	87174187		TRC
U.S.	87036906		
U.S.	86713170		THERAPEUTIC RESEARCH CENTER
U.S.	85049106	3995356	PHARMACY TECHNICIANS UNIVERSITY
U.S.	85049103	4037165	
U.S.	77502394	3621994	
U.S.	77502370	3621993	
U.S.	77228570	3497912	
U.S.	77228554	3425794	
U.S.	77228485	3497911	
U.S.	75801550	2452590	
U.S.	75634895	2306236	PRESCRIBER'S LETTER
U.S.	75533304	2283188	PHARMACIST'S LETTER





Jurisdiction	App. No.	Reg. No.	Mark
U.S.	85049107	4008314*	
U.S.	87544055		PHARMACY TECHNICIANS UNIVERSITY
Canada	1765605		THERAPEUTIC RESEARCH CENTER
Canada	1827461		TRC
Canada	1827462		TRC & Design

\*Company intends to allow this registration to be cancelled in due course.

\*\*Record ownership reflects name of predecessor (Therapeutic Research Center, Inc.)

**Therapeutic Research Faculty, LLC:**

Jurisdiction	App. No.	Reg. No.	Mark
U.S.	77534161	4060328*	
U.S.	77502416	3567374*	

\*Pursuant to that certain Corrected Trademark Assignment Agreement, by and between Therapeutic Research Center, LLC ("TRC") and Therapeutic Research Faculty, LLC ("TRF") executed on July 20, 2017, TRC assigned ownership of these two trademarks to TRF effective as of February 28, 2014. The Company is in the process of filing this assignment with the U.S. Patent & Trademark Office's Assignment Recordation Branch. Current record ownership reflects ownership in the name of TRC.

**Natural Standard, LLC:**

Jurisdiction	App. No.	Reg. No.	Mark
U.S.	75982943	2666906*	NATURAL STANDARD

\*Company intends to allow this registration to be cancelled in due course. Record ownership reflects previous name (Natural Standard Corporation).