

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biomatrix Specialty Pharmacy, LLC		09/26/2017	Limited Liability Company: FLORIDA
FFP Holdco, LLC		09/26/2017	Limited Liability Company: FLORIDA
Factor Support Network Pharmacy, Inc.		09/26/2017	Corporation: CALIFORNIA
BiologicTx, LLC		09/26/2017	Limited Liability Company: NEVADA
Sunshine Infusion Services Inc.		09/26/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	LBC Credit Agency Services, LLC, as Administrative Agent		
Street Address:	Cira Centre, 2929 Arch Street		
Internal Address:	Suite 1550		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4963911	MATRIX HEALTH GROUP	
Registration Number:	4963900	MATRIX HEALTH GROUP	
Registration Number:	3770308	FACTORRX SUPPORT NETWORK	
Registration Number:	3573290	HOMECARE FOR THE CURE	
Registration Number:	4211594	HOME HEALTH & INFUSION, WE HAVE IT COVER	
Registration Number:	4271736	BIOLOGICTX	
Serial Number:	86717219	BIOMATRIXSPRX	
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>			
TRADEMARK			

OP \$190.00 4963911

Phone: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn, Ltd. 55 E. Monroe St
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6030.109

NAME OF SUBMITTER: Kristen N. Lange

SIGNATURE: /kristenlange/

DATE SIGNED: 09/27/2017

Total Attachments: 9

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Notwithstanding anything herein to the contrary, the lien and security interest granted to Agent pursuant to or in connection with this Second Lien Trademark Security Agreement, the terms of any Collateral Document, and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of September 26, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Healthcare Financial Solutions, LLC, as the First Lien Agent, and LBC Credit Agency Services, LLC, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 26, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of LBC Credit Agency Services, LLC ("LBC"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among BioMatrix Investments, L.L.C., a Delaware limited liability company ("Holdings"), BioMatrix Specialty Pharmacy, LLC, a Florida limited liability company ("BioMatrix"), FFP Holdco, LLC, a Florida limited liability company ("FFP Holdco"), FFP, LLC, a Florida limited liability company ("FFP"), FFP Acquisition I, LLC, a Florida limited liability company ("FFP I"), FFP Acquisition II, LLC, a Florida limited liability company ("FFP II"), Factor Support Network Pharmacy, Inc., a California corporation ("FSNP"), BiologicTx, LLC, a Nevada limited liability company ("BiologicTx"), Injectable Therapy Services, Inc., a California corporation ("ITS"), Sunshine Infusion Services Inc., an Illinois corporation ("SIS"), Elwyn Pharmacy Group, L.L.C., a Delaware limited liability company ("Elwyn Pharmacy"), K & K Rx Services GenPar, L.L.C., a Delaware limited liability company ("K&K Rx GenPar"), K & K Rx Services, L.P., a Pennsylvania limited partnership ("K & K Rx"), CMC Pharmacy, LLC, a Delaware limited liability company ("CMC Pharmacy"), GRM Pharmacy, LLC, a Delaware limited liability company ("GRM Pharmacy") (BioMatrix, FFP Holdco, FFP, FFP I, FFP II, FSNP, BiologicTx, ITS, SIS, Elwyn Pharmacy, K & K Rx GenPar, K & K Rx, CMC Pharmacy and GRM Pharmacy are sometimes referred to herein collectively as the "Borrowers" and individually as a "Borrower"), the other Credit Parties, the Lenders from time to time party thereto and LBC, as Agent for the Lenders, 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 (other than the Borrowers) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of Agent (and such

agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; 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 Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with 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 Agent for the benefit of the Secured Parties, and grants to 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 and all IP Licenses 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;

(a) all renewals and extensions of the foregoing;

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

(c) 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 Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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 and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Second Lien 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.

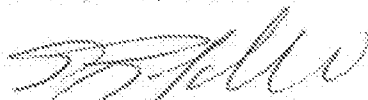
[SIGNATURE PAGES FOLLOW]

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

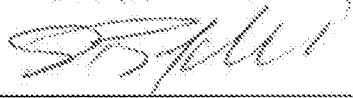
BIOMATRIX SPECIALTY PHARMACY,
LLC, as a Grantor

By 
Name Saverio Rafanelli
Title Chief Operating Officer and President

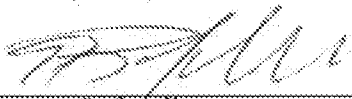
FFP HOLDCO, LLC, as Grantor

By 
Name Saverio Rafanelli
Title Authorized Signatory

FACTOR SUPPORT NETWORK
PHARMACY, INC., as Grantor

By 
Name Saverio Rafanelli
Title Authorized Signatory

BIOLOGICTX, LLC, as a Grantor


By 
Name Saverio Rafanelli
Title Chief Executive Officer

SUNSHINE INFUSION SERVICES INC., as a
Grantor

By 
Name Saverio Rafanelli
Title Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:



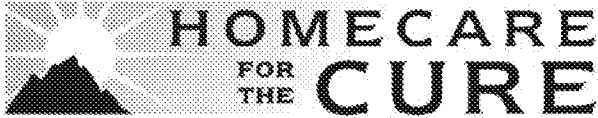
LBC CREDIT AGENCY SERVICES, LLC,
as Agent

By: 
Name: David E. Fraimow
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Description	Jurisdiction	Reg. No.
FFP Holdco, LLC	<p><u>Registered Trademark:</u></p> 	U.S.	4,963,911
FFP Holdco, LLC	<p><u>Registered Trademark:</u></p> <p style="text-align: center;">Matrix Health Group</p>	U.S.	4,963,900
Factor Support Network Pharmacy, Inc.	<p><u>Registered Trademark:</u></p> 	U.S.	3,770,308
Factor Support Network Pharmacy, Inc.	<p><u>Registered Trademark:</u></p> 	U.S.	3,573,290

Sunshine Infusion Services, Inc.:	Registered Trademark: HOME HEALTH & INFUSION, WE HAVE IT COVERED!	U.S.	4,211,594
Biologictx, LLC:	Registered Trademark: BIOLOGICTX	U.S.	4,271,736
BioMatrix Specialty Pharmacy, LLC	Registered Trademark: BIOMATRIXSPRX	U.S.	86/717219
BioMatrix Specialty Pharmacy, LLC	Registered Trademark: BIOMATRIXSPRX	Australia	1750801
BioMatrix Specialty Pharmacy, LLC	Registered Trademark: BIOMATRIXSPRX	Canada	1766743
BioMatrix Specialty Pharmacy, LLC	Registered Trademark: BIOMATRIXSPRX	China (People's Republic)	N/A
BioMatrix Specialty Pharmacy, LLC	Registered Trademark: BIOMATRIXSPRX	European Community	15082811
BioMatrix Specialty Pharmacy, LLC	Registered Trademark: BIOMATRIXSPRX	Japan	2016-012939
BioMatrix Specialty Pharmacy, LLC	Registered Trademark: BIOMATRIXSPRX (05 Int.)	Saudi Arabia	1437013426
BioMatrix Specialty Pharmacy, LLC	Registered Trademark: BIOMATRIXSPRX (42 Int.)	Saudi Arabia	1437013427

BioMatrix Specialty Pharmacy, LLC	Registered Trademark: BIOMATRIXSPRX (44 Int.)	Saudi Arabia	1437013428

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

Contract Parties	Date	Granting / Receiving Parties
UltiPro Agreement between The Ultimate Software Group, Inc. and BioMatrix Specialty Pharmacy, LLC / DBA BioMatrix	02/24/16	Granting: The Ultimate Software Group, Inc. Receiving: BioMatrix Specialty Pharmacy, LLC
Pathway Membership Agreement between Pathway Purchasing Network, LLC and the following: <ul style="list-style-type: none"> • FFP, LLC • FFP Acquisition I, LLC • FFP Acquisition II, LLC • Factor Support Network Pharmacy, Inc. • Sunshine Infusion Services, Inc. • BiologicTx, LLC • Injectable Therapy Services, Inc. 	01/26/16	Granting: Pathway Purchasing Network, LLC Receiving: <ul style="list-style-type: none"> • FFP, LLC • FFP Acquisition I, LLC • FFP Acquisition II, LLC • Factor Support Network Pharmacy, Inc. • Sunshine Infusion Services, Inc. • BiologicTx, LLC • Injectable Therapy Services, Inc.
Order Form and Master Subscription and License Agreement between Loma Linda Transplant and BiologicTx, LLC	03/24/16	Granting: BiologicTx, LLC Receiving: Loma Linda Transplant
Order Form and Master Subscription and License Agreement between BiologicTx, LLC and UC Davis Medical Center	03/29/16	Granting: BiologicTx, LLC Receiving: UC Davis Medical Center

Order Form and Master Subscription and License Agreement between BiologicTx,, LLC and University Health System –Texas Government	05/01/16	Granting: BiologicTx, LLC Receiving: University Health System – Texas Government
Order Form and Master Subscription and License Agreement between BiologicTx, LLC and Barnes Jewish Hospital – BJC HealthCare	03/27/15	Granting: BiologicTx, LLC Receiving: Barnes Jewish Hospital – BJC HealthCare
Order Form and Master Subscription and License Agreement between BiologicTx, LLC and The Methodist Hospital d/b/a Houston Methodist for itself and for its subsidiaries	01/26/14	Granting: BiologicTx, LLC Receiving: The Methodist Hospital d/b/a Houston Methodist for itself and for its subsidiaries
Order Form and Master Subscription and License Agreement between BiologicTx, LLC and Saudi Center for Organ Transplantation	12/01/15	Granting: BiologicTx, LLC Receiving: Saudi Center for Organ Transplantation
Order Form and Master Subscription and License Agreement between BiologicTx, LLC and St. Vincent Medical Center	01/28/14	Granting: BiologicTx, LLC Receiving: St. Vincent Medical Center
Order Form and Master Subscription and License Agreement between BiologicTx, LLC and UCSF Medical Center	01/25/14	Granting: BiologicTx, LLC Receiving: UCSF Medical Center
Order Form and Master Subscription and License Agreement between BiologicTx, LLC and Sutter West Bay Hospitals dba California Pacific Medical Center	01/01/13	Granting: BiologicTx, LLC Receiving: Sutter West Bay Hospitals dba California Pacific Medical Center