

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caligor Acquisition, LLC		11/16/2017	Limited Liability Company: DELAWARE
ClinCopia, LLC		11/16/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association, as Agent		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3853996	CALIGOR RX	
Registration Number:	5072582	CALIGOR RX	
Serial Number:	87321116	CALIGOR	
Registration Number:	4502332	CCCC CLINCOPIA GLOBAL CTM SERVICES	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	51683 / 024		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		

CH \$115.00 3853996

DATE SIGNED:	11/16/2017
---------------------	------------

Total Attachments: 6

source=Caligor Trademark Security Agreement#page1.tif

source=Caligor Trademark Security Agreement#page2.tif

source=Caligor Trademark Security Agreement#page3.tif

source=Caligor Trademark Security Agreement#page4.tif

source=Caligor Trademark Security Agreement#page5.tif

source=Caligor Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, this "Trademark Security Agreement") is made as of November 16, 2017, among the Grantor listed on the signature pages hereof ("Grantor"), and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, including all exhibits and schedules thereto, the "Credit Agreement") by and among CALIGOR HOLDCO, LLC, a Delaware limited liability company ("Parent"), the Borrowers named therein from time to time, the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing security interest in and to and lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's common law trademarks, trademark applications, trademark registrations, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

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

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement, violation or dilution of any Trademark or any Trademark licensed under any License, including damages, (ii) injury to the goodwill associated with any Trademark, or (iii) rights to receive fees, royalties and other compensation under any License.

provided, that, notwithstanding the foregoing, Trademark Collateral shall not include 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 USPTO 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 OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by Grantor, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from 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, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning

represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Loan Document refer to this Trademark Security Agreement or such Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

8. GOVERNING LAW. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

9. LOAN DOCUMENT. This Trademark Security Agreement is a Loan Document for all purposes under the Credit Agreement.

[Remainder of page intentionally left blank; 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.

GRANTOR:

CALIGOR ACQUISITION, LLC,
a Delaware limited liability company

CLINCOPIA, LLC,
a Texas limited liability company

By: 
Name: Kevin Ma
Title: President

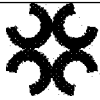
ACCEPTED AND
ACKNOWLEDGED BY:

TEXAS CAPITAL BANK NATIONAL ASSOCIATION,
as Agent

By: William J. Rolley SVP
Name: William J. Rolley
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Pending Trademark Applications

Mark	Registration No.	Registration Date
CALIGOR RX for “wholesale distributorships in the field of pharmaceuticals and medical supplies” in Class 35 ¹	3853996	September 28, 2010
CALIGOR RX for “retail and wholesale pharmacy services” in Class 35 ²	5072582	November 1, 2016
CALIGOR ₃	87321116 (serial number)	February 1, 2017 (application filing date)
 ClinCopia Global CTM Services	4502332	March 25, 2014

^{1, 2, 3} The owner of these trademarks entered into a license agreement for this trademark with Caligor Rx, Inc., which license agreement requires the licensor’s written consent for transfer or assignment. The Safdie family sold certain of the assets of Caligor Rx, Inc. to Caligor Holdco, LLC and its subsidiaries (the “Company”), but the Safdie family continues to own equity in the Company.