

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452116

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MAXOR NATIONAL PHARMACY SERVICES, LLC		11/22/2017	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST, as Administrative Agent		
<b>Street Address:</b>	7255 WOODMONT AVENUE, SUITE 200		
<b>Internal Address:</b>	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4841468	PICKPOINT	
<b>Registration Number:</b>	4844456	EXPERIENCE THE MAXORPLUS DIFFERENCE - YO	
<b>Registration Number:</b>	4844412	INTELE-Q	
<b>Registration Number:</b>	5026989	MAXRX	
<b>Registration Number:</b>	4317891	MAXORXPRESS	
<b>Registration Number:</b>	3044407	MAXOR	
<b>Registration Number:</b>	2866788	IV SOLUTIONS HOME INFUSION INJECTABLES S	
<b>Registration Number:</b>	2845026	IV SOLUTIONS	
<b>Registration Number:</b>	3730877	AMERICA'S PHARMACY AUDITORS RX	
<b>Registration Number:</b>	3748649	RESPIRATORY DISEASE NETWORK	
<b>Registration Number:</b>	3741749	RESPIRATORY DISEASE NETWORK	
<b>Registration Number:</b>	3626926	COMMUNITY HEALTH PHARMACY	
<b>Registration Number:</b>	3626293	COMPLIANCE COUNTS	
<b>Registration Number:</b>	3537581	MAXOR CLINICAL TRACKS	
<b>Registration Number:</b>	2111958	MAXORPLUS	
<b>Registration Number:</b>	1927951	MAXOR PHARMACIES	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$415.00 4841468

**Fax Number:** 6175269899

***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:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	51375 / 041
--------------------------------	-------------

<b>NAME OF SUBMITTER:</b>	Christine Slattery
---------------------------	--------------------

<b>SIGNATURE:</b>	/Christine Slattery/
-------------------	----------------------

<b>DATE SIGNED:</b>	11/27/2017
---------------------	------------

**Total Attachments: 8**

source=MidCapMaxorTrademark Security Agreement#page1.tif

source=MidCapMaxorTrademark Security Agreement#page2.tif

source=MidCapMaxorTrademark Security Agreement#page3.tif

source=MidCapMaxorTrademark Security Agreement#page4.tif

source=MidCapMaxorTrademark Security Agreement#page5.tif

source=MidCapMaxorTrademark Security Agreement#page6.tif

source=MidCapMaxorTrademark Security Agreement#page7.tif

source=MidCapMaxorTrademark Security Agreement#page8.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of November 22, 2017 between MAXOR NATIONAL PHARMACY SERVICES, LLC, a Texas limited liability company (the “**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

**WHEREAS**, pursuant to that certain Credit and Guaranty Agreement, dated as of November 22, 2017 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among MAXOR ACQUISITION, INC. (“**Maxor Acquisition**”), MNPS, LLC (“**MNPS**”), MNPS NEVADA, LLC (“**MNPS Nevada**”), MAXOR ADMINISTRATIVE SERVICES, LLC (“**Maxor Admin**”), MAXORPLUS, LTD. (“**Maxor Plus**”), MAXOR PLUS NEW YORK IPA, LLC (“**Maxor NY**”), MAXOR NATIONAL PHARMACY SERVICES, LLC (“**Maxor Pharmacy**”), PHARMACEUTICAL SPECIALTIES, LLC (“**Specialties**”) and, after giving effect to the Closing Date Acquisitions, CLINICAL MARKETING GROUP LLC (“**CMG Target**”), INITIAL MANAGERS & INVESTORS INC. (“**IM&I**”), GATEWAY HEALTH PARTNERS INC. (“**GHP**”), NEVADA TRUE CHOICE RX L.L.C. (“**True Choice**”) and each of Maxor Acquisition, MNPS, MNPS Nevada, Maxor Admin, Maxor Plus, Maxor NY, Maxor Pharmacy, Specialties, CMG Target, IM&I, and GHP, each individually, a “**Borrower**” and collectively, the “**Borrowers**”), MAXOR HOLDINGS, INC. (“**Holdings**”), the other Subsidiaries (as defined therein) of Holdings from time to time party thereto, as Guarantors (as defined therein), the financial institutions from time to time party thereto, as Lenders (as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) to the Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein; and

**WHEREAS**, Lenders are willing to make Loans to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as in the Credit Agreement), that certain Security and Pledge Agreement, dated as of November 22, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

**WHEREAS**, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Administrative 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, the 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 Security Agreement or the Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien (subject to Permitted Liens) on all of the 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 the Grantor's Trademark registrations and Trademark applications, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

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

(e) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of the Grantor and the other Credit Parties, 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 the Grantor, or any of the other Credit Parties, to Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor or any other Credit Party.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. If the Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, then the Grantor shall report such filing to Administrative Agent no later than the date the Compliance Certificate with respect to the fiscal quarter in which such filing occurs is required to be delivered pursuant to Section 4.1(d) of the Credit Agreement (in accordance with Section 4(k) of the Security Agreement). Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes Administrative Agent unilaterally (but Administrative Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of the Grantor, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon the Grantor, its successors and assigns and shall insure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Financing 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 other Financing Document refer to this Trademark Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Financing 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 other Financing 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 or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Financing Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

10. TERMINATION; RELEASE. Upon the occurrence of the Termination Date, security interests granted herein shall automatically terminate with respect to all Trademark Collateral without further action by any party. Upon the occurrence of the Termination Date, the Administrative Agent shall, at the Grantor's sole expense, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Trademark Collateral and any other such documents as the Grantor shall reasonably request to evidence such termination.

11. MISCELLANEOUS. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections **12.1** (*Survival*), **12.2** (*No Waivers*), **12.3** (*Notices*), **12.4** (*Severability*), **12.5** (*Amendments and Waivers*), **12.7** (*Headings*), **12.10** (*SUBMISSION TO JURISDICTION*), **12.11** (*WAIVER OF JURY TRIAL*) and **12.15** (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms.

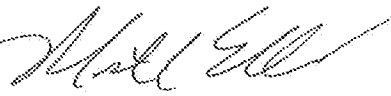
12. Financing Document. This Trademark Security Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signature pages follow]

IN WITNESS WHEREOF, the 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:**

**MAXOR NATIONAL PHARMACY  
SERVICES, LLC, as Grantor**

By: 

Name: Michael Ellis

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**ACCEPTED AND ACKNOWLEDGED:**

**MIDCAP FINANCIAL TRUST,**  
as Administrative Agent

By: Apollo Capital Management, L.P.,  
its investment manager

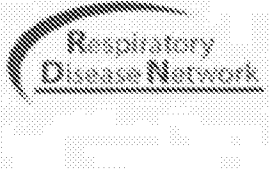

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

**SCHEDULE 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Maxor National Pharmacy Services, LLC	United States	PickPoint	4841468	October 27, 2015
Maxor National Pharmacy Services, LLC	United States	EXPERIENCE THE MAXORPLUS DIFFERENCE - YOUR SOLUTION TO PHARMACY BENEFITS	4844456	November 3, 2015
Maxor National Pharmacy Services, LLC	United States	INTELE-Q	4844412	November 3, 2015
Maxor National Pharmacy Services, LLC	United States	MAXRX	5026989	August 23, 2016
Maxor National Pharmacy Services, LLC	United States	MaxorXpress	4317891	April 9, 2013
Maxor National Pharmacy Services, LLC	United States	MAXOR 	3044407	January 17, 2006
Maxor National Pharmacy Services, LLC	United States	IV SOLUTIONS HOME INFUSION INJECTABLES SPECIALTY PRODUCTS 	2866788	July 27, 2004
Maxor National Pharmacy Services, LLC	United States	IV SOLUTIONS	2845026	May 25, 2004
Maxor National Pharmacy Services, LLC	United States	AMERICA'S PHARMACY AUDITORS RX 	3730877	December 29, 2009

Maxor National Pharmacy Services, LLC	United States	RESPIRATORY DISEASE NETWORK	3748649	February 16, 2010
Maxor National Pharmacy Services, LLC	United States	RESPIRATORY DISEASE NETWORK 	3741749	January 26, 2010
Maxor National Pharmacy Services, LLC	United States	COMMUNITY HEALTH PHARMACY 	3626926	May 26, 2009
Maxor National Pharmacy Services, LLC	United States	COMPLIANCE COUNTS	3626293	May 26, 2009
Maxor National Pharmacy Services, LLC	United States	MAXOR CLINICAL TRACKS	3537581	November 25, 2008
Maxor National Pharmacy Services, LLC	United States	MAXORPLUS	2111958	November 11, 1997
Maxor National Pharmacy Services, LLC	United States	MAXOR PHARMACIES	1927951	October 17, 1995

### **TRADEMARK APPLICATIONS**

None.