

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453672

| | |
|------------------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | First Lien Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|-------------------------------------|
| Care First Pharmacy LLC | | 12/07/2017 | Limited Liability Company: DELAWARE |
| Chem RX Pharmacy Services, LLC | | 12/07/2017 | Limited Liability Company: DELAWARE |
| Millenium Pharmacy Systems, LLC | | 12/07/2017 | Limited Liability Company: DELAWARE |
| Pharmerica Corporation | | 12/07/2017 | Corporation: DELAWARE |
| Sorkin's RX, Ltd. | | 12/07/2017 | Limited Corporation: NEW YORK |
| Amerita, Inc. | | 12/07/2017 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------------|
| Name: | Goldman Sachs Bank USA, as Agent |
| Street Address: | 200 West Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10282 |
| Entity Type: | Bank: UNITED STATES |

PROPERTY NUMBERS Total: 38

| Property Type | Number | Word Mark |
|-----------------------------|---------|--|
| Registration Number: | 3336888 | AMERITA |
| Registration Number: | 4552436 | AMERITA EXCEPTIONAL PEOPLE PROVIDING EXC |
| Registration Number: | 4765711 | AMERITA EXTRAORDINARY PEOPLE PROVIDING E |
| Registration Number: | 4613424 | CHEM PLUS |
| Registration Number: | 4609812 | CHEM RX |
| Registration Number: | 3368772 | CHEM RX |
| Registration Number: | 4702522 | CHEM RX PHARMACY SERVICES, LLC |
| Registration Number: | 4737591 | CHEMLINK |
| Registration Number: | 3774781 | FINALLY, A PHARMACY SERVICE THAT DELIVER |
| Registration Number: | 3816972 | M |
| Registration Number: | 2819177 | M P S RX |
| Registration Number: | 3723301 | MPACT |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 3790250 | MPSRX |
| Registration Number: | 3789962 | MPSRX |
| Registration Number: | 3770799 | PHARMACY BEDSIDE |
| Registration Number: | 3770784 | PHARMACY REPORTS & RECORDS DESK |
| Registration Number: | 3770796 | PHARMACY RESPONSE |
| Registration Number: | 3770798 | PHARMACY WINDOW |
| Registration Number: | 3770775 | RX JUST-IN-TIME DISPENSING |
| Registration Number: | 1554991 | |
| Registration Number: | 3666207 | CONSULTPRO |
| Registration Number: | 4630516 | EZ-MAR |
| Registration Number: | 4432847 | EZ-ORDER |
| Registration Number: | 1528564 | PHARMACY CORPORATION OF AMERICA |
| Registration Number: | 2304597 | PHARMERICA |
| Registration Number: | 4665671 | PHARMERICA VALUE. TRUST. PERFORMANCE. |
| Registration Number: | 3656001 | |
| Registration Number: | 4104283 | RXALLOW |
| Registration Number: | 4006121 | RXEXACT |
| Registration Number: | 4500114 | RXFORECASTER |
| Registration Number: | 4568715 | RXNOW |
| Registration Number: | 4120643 | STAR (STRATEGIC TREND ANALYSIS REPORT) |
| Registration Number: | 3651627 | VALUE. TRUST. PERFORMANCE. |
| Registration Number: | 3463909 | VALUE. TRUST. PERFORMANCE. |
| Registration Number: | 3825885 | VIEWMASTERX |
| Registration Number: | 4582454 | CAREMED |
| Registration Number: | 4242868 | CAREMEDS SPECIALTY PHARMACY |
| Serial Number: | 87660695 | CARE FIRST PHARMACY YOUR FAMILY'S RX PRO |

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED:

12/07/2017

Total Attachments: 15

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Care First Pharmacy LLC
- 2. Chem RX Pharmacy Services, LLC
- 3. Millennium Pharmacy Systems, LLC
- 4. Pharmerica Corporation
- 5. Sorkin's RX, Ltd.
- 6. Amerita, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____

Other: 3. LLC-DE; 4. Corp.-DE; 5. Ltd.-NY; 6. Corp.-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 7, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Goldman Sachs Bank USA, as Agent

Street Address: 200 West Street

City: New York

State: NY

Country: USA Zip: 10282

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

38

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

December 7, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of December 7, 2017, is made by each of the signatories listed on the signature pages hereto and each of the other entities that becomes a party hereto from time to time (each, a “Grantor” and collectively, the “Grantors”), in favor of Goldman Sachs Bank USA, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain First Lien Credit Agreement, dated as of December 7, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Phoenix Parent Holdings Inc., a Delaware corporation (“Holdings”), Phoenix Merger Sub Inc., a Delaware corporation (“Merger Sub”), which, on the Closing Date, shall be merged with PharMerica Corporation, a Delaware corporation (the “Company” and, following the consummation of the Acquisition, the “Borrower”), the Company, the lending institutions from time to time parties thereto (each, a “Lender” and collectively, the “Lenders”) and Goldman Sachs Bank USA, as the Administrative Agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender has agreed to make Swingline Loans and and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the First Lien Security Agreement, dated as of December 7, 2017 in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders, the Swingline Lender and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders, the Swingline Lender and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement to Holdings, the Borrower and the Restricted Subsidiaries and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or

otherwise), in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

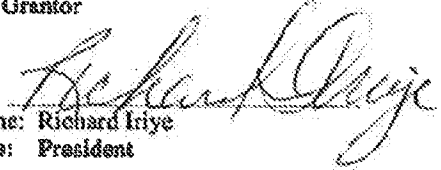
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

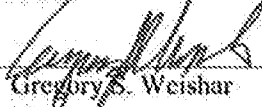
AMERITA, INC.,
as a Grantor

By: 
Name: Richard Iriye
Title: President

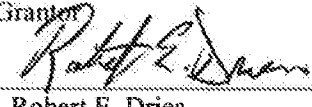
[Signature Page to Security Interest in Trademark Rights (First Lien)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

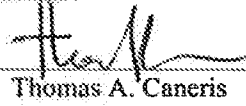
CARE FIRST PHARMACY LLC,
as the Grantor

By: 
Name: Gregory S. Weishar
Title: Manager

CARE FIRST PHARMACY LLC,
as the Grantor

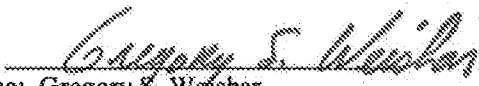
By: 
Name: Robert E. Dries
Title: Manager

CARE FIRST PHARMACY LLC,
as the Grantor

By: 
Name: Thomas A. Caneris
Title: Manager

[Signature Page to Security Interest in Trademark Rights (First Lien)]

CHEM RX PHARMACY SERVICES, LLC,
as a Grantor

By: 
Name: Gregory S. Weishar
Title: Manager

By: _____
Name: Robert E. Dries
Title: Manager

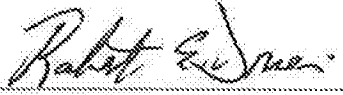
By: _____
Name: Thomas A. Caneris
Title: Manager

[Signature Page to Security Interest in Trademark Rights (First Lien)]

TRADEMARK
REEL: 006223 FRAME: 0398

CHEM RX PHARMACY SERVICES, LLC,
as a Grantor

By: _____
Name: Gregory S. Weishar
Title: Manager

By:  _____
Name: Robert E. Dries
Title: Manager

By: _____
Name: Thomas A. Caneris
Title: Manager

[Signature Page to Security Interest in Trademark Rights (First Lien)]

TRADEMARK
REEL: 006223 FRAME: 0399

CHEM RX PHARMACY SERVICES, LLC,
as a Grantor

By: _____
Name: Gregory S. Weishar
Title: Manager


By: _____
Name: Robert E. Dries
Title: Manager

By:  _____
Name: Thomas A. Caneris
Title: Manager

[Signature Page to Security Interest in Trademark Rights (First Lien)]

**MILLENNIUM PHARMACY SYSTEMS,
LLC,**
as a Grantor

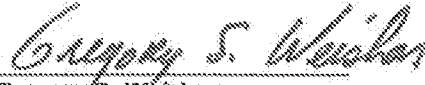
By: Pharmacy Corporation of America, its Sole
Member

By: 
Name: Gregory S. Weishar
Title: President

[Signature Page to Security Interest in Trademark Rights (First Lien)]

TRADEMARK
REEL: 006223 FRAME: 0401

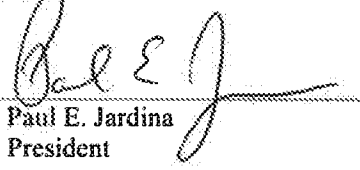
PHARMERICA CORPORATION,
as a Grantor

By: 
Name: Gregory S. Weishar
Title: Chief Executive Officer

[Signature Page to Security Interest in Trademark Rights (First Lien)]

TRADEMARK
REEL: 006223 FRAME: 0402

SORKIN'S RX, LTD,
as a Grantor

By: 
Name: Paul E. Jardina
Title: President

[Signature Page to Security Interest in Trademark Rights (First Lien)]

TRADEMARK
REEL: 006223 FRAME: 0403

GOLDMAN SACHS BANK USA,
as Agent

By: _____

Name:

Title:

Robert Ehudin
Authorized Signatory

[Signature Page to Security Interest in Trademark Rights (First Lien)]

TRADEMARK
REEL: 006223 FRAME: 0404

SCHEDULE A

U.S. Trademark Registrations and Applications

| | <u>Owner</u> | <u>Trademark</u> | <u>App. No.</u> | <u>Reg. No.</u> |
|----|----------------------------------|---|-----------------|-----------------|
| 1 | Amerita, Inc. | AMERITA | 78/825,728 | 3,336,888 |
| 2 | Amerita, Inc. | AMERITA EXCEPTIONAL PEOPLE PROVIDING EXCEPTIONAL CARE | 85/733,301 | 4,552,436 |
| 3 | Amerita, Inc. | AMERITA EXTRAORDINARY PEOPLE PROVIDING EXCEPTIONAL CARE | 86/264,406 | 4,765,711 |
| 4 | Chem Rx Pharmacy Services, LLC | CHEM PLUS | 86/206,454 | 4,613,424 |
| 5 | Chem Rx Pharmacy Services, LLC | CHEM RX | 86/206,445 | 4,609,812 |
| 6 | Chem Rx Pharmacy Services, LLC | CHEM RX | 77/176,873 | 3,368,772 |
| 7 | Chem Rx Pharmacy Services, LLC | CHEM RX LOGO | 86/206,414 | 4,702,522 |
| 8 | Chem Rx Pharmacy Services, LLC | CHEMLINK | 86/206,450 | 4,737,591 |
| 9 | Millennium Pharmacy Systems, LLC | FINALLY, A PHARMACY SERVICE THAT DELIVERS ON THE PROMISE. | 77/824,710 | 3,774,781 |
| 10 | Millennium Pharmacy Systems, LLC | M (& DESIGN) | 77/827,875 | 3,816,972 |
| 11 | Millennium Pharmacy Systems, LLC | M P S RX | 76/481,526 | 2,819,177 |
| 12 | Millennium Pharmacy Systems, LLC | MPACT | 77/536,237 | 3,723,301 |
| 13 | Millennium Pharmacy Systems, LLC | MPSRX | 77/874,155 | 3,790,250 |
| 14 | Millennium Pharmacy Systems, LLC | MPSRX (STYLIZED) | 77/837,925 | 3,789,962 |
| 15 | Millennium Pharmacy Systems, LLC | PHARMACY BEDSIDE (& DESIGN) | 77/806,602 | 3,770,799 |

| | <u>Owner</u> | <u>Trademark</u> | <u>App. No.</u> | <u>Reg. No.</u> |
|----|----------------------------------|--|-----------------|-----------------|
| 16 | Millennium Pharmacy Systems, LLC | PHARMACY REPORTS & RECORDS DESK (& DESIGN) | 77/806,271 | 3,770,784 |
| 17 | Millennium Pharmacy Systems, LLC | PHARMACY RESPONSE (& DESIGN) | 77/806,588 | 3,770,796 |
| 18 | Millennium Pharmacy Systems, LLC | PHARMACY WINDOW (& DESIGN) | 77/806,595 | 3,770,798 |
| 19 | Millennium Pharmacy Systems, LLC | RX JUST-IN-TIME DISPENSING (& DESIGN) | 77/806,068 | 3,770,775 |
| 20 | PharMerica Corporation | 4 HANDS LOGO | 73/681,293 | 1,554,991 |
| 21 | PharMerica Corporation | CONSULTPRO | 77/630,106 | 3,666,207 |
| 22 | PharMerica Corporation | EZ-MAR | 85/251,946 | 4,630,516 |
| 23 | PharMerica Corporation | EZ-ORDER | 85/230,378 | 4,432,847 |
| 24 | PharMerica Corporation | PHARMACY CORPORATION OF AMERICA | 73/681,294 | 1,528,564 |
| 25 | PharMerica Corporation | PHARMERICA | 75/336,367 | 2,304,597 |
| 26 | PharMerica Corporation | PHARMERICA VALUE. TRUST. PERFORMANCE. (AND DESIGN) | 86/075,857 | 4,665,671 |
| 27 | PharMerica Corporation | PILL PACK LOGO | 78/926,533 | 3,656,001 |
| 28 | PharMerica Corporation | RXALLOW | 85/223,171 | 4,104,283 |
| 29 | PharMerica Corporation | RXEXACT | 85/213,887 | 4,006,121 |
| 30 | PharMerica Corporation | RXFORECASTER | 85/085,171 | 4,500,114 |
| 31 | PharMerica Corporation | RXNOW | 85/551,172 | 4,568,715 |
| 32 | PharMerica Corporation | STAR (STRATEGIC TREND ANALYSIS REPORT) | 85/254,640 | 4,120,643 |
| 33 | PharMerica Corporation | VALUE. TRUST. PERFORMANCE. | 77/086,800 | 3,651,627 |
| 34 | PharMerica Corporation | VALUE. TRUST. PERFORMANCE. | 77/975,643 | 3,463,909 |
| 35 | PharMerica Corporation | VIEWMASTERX | 77/605,034 | 3,825,885 |
| 36 | Sorkin's Rx Ltd. | CAREMED | 85/352,119 | 4,582,454 |
| 37 | Sorkin's Rx Ltd. | CAREMEDS SPECIALTY PHARMACY | 85/324,388 | 4,242,868 |

| | <u>Owner</u> | <u>Trademark</u> | <u>App. No.</u> | <u>Reg. No.</u> |
|----|-----------------------------|--|-----------------|-----------------|
| 38 | Care First Pharmacy, LLC | CARE FIRST PHARMACY YOUR FAMILY'S RX PROVIDER | 87/660,695 | N/A |