

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453780

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second 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
Millennium 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 Partnership: 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:

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.

Email: michael.violet@wolterskluwer.com

Correspondent Name: Mike Violet

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: 12/08/2017

Total Attachments: 15

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GRANT OF SECOND LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN 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 Second 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.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower 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 Second 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 and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Extensions of Credit under the Credit Agreement, 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 Second Lien 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.

7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to Goldman Sachs Bank USA, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time), among Holdings, Merger Sub, the Company, the Borrower, the lending institutions from time to time parties thereto and Goldman Sachs Bank USA, as administrative agent and collateral agent, and the other parties thereto, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern. Notwithstanding anything herein to the contrary, prior to the Discharge of Senior Obligations (as defined in the Intercreditor Agreement), the requirements of this Agreement to deliver Collateral and any certificates, instruments or documents in relation thereto to the Collateral Agent shall be deemed satisfied by delivery of such Collateral and such certificates, instruments or documents in relation thereto to the Collateral Agent shall be deemed satisfied by delivery of such Collateral and such certificates, instruments or documents in relation thereto to a Senior Representative (as defined in the Intercreditor Agreement), as agent and bailee for the benefit of the Collateral Agent pursuant to the terms of the Intercreditor Agreement.

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

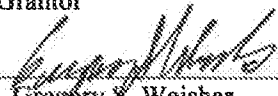
By: 
Name: Richard Iriye
Title: President

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

TRADEMARK
REEL: 006224 FRAME: 0275

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.

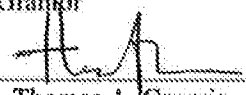
CARE FIRST PHARMACY LLC,
as the Grantor

By: 
Name: Gregory X. Weishar
Title: Manager

CARE FIRST PHARMACY LLC,
as the Grantor

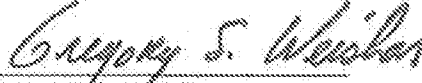
By: 
Name: Robert E. Dries
Title: Manager

CARE FIRST PHARMACY LLC,
as the Grantor

By: 
Name: Thomas A. Caneris
Title: Manager

{Signature Page to Security Interest in Trademark Rights (Second 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 (Second Lien)]

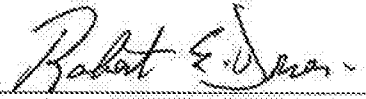
TRADEMARK
REEL: 006224 FRAME: 0277

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 (Second Lien)]

TRADEMARK
REEL: 006224 FRAME: 0278

CHEM RX PHARMACY SERVICES, LLC,
as a Grantor

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

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

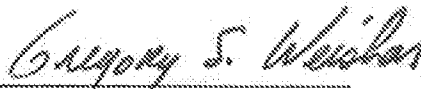
By:  _____
Name: Thomas A. Cancris
Title: Manager

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

TRADEMARK
REEL: 006224 FRAME: 0279

**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 (Second Lien)]

TRADEMARK
REEL: 006224 FRAME: 0280

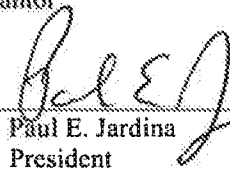
PHARMERICA CORPORATION,
as a Grantor

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

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

TRADEMARK
REEL: 006224 FRAME: 0281

SORKIN'S RX, LTD,
as a Grantor

By: 
Name: Paul E. Jardina
Title: President

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

TRADEMARK
REEL: 006224 FRAME: 0282

GOLDMAN SACHS BANK USA,
as Agent

By: _____

Name:

Title:

Robert Ehudin
Authorized Signatory

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

TRADEMARK
REEL: 006224 FRAME: 0283

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