

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Financial Solutions, LLC		12/20/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Focus Rx Pharmacy Services Inc.		
Street Address:	1361 Lincoln Ave. Suite 9		
City:	Holbrook		
State/Country:	NEW YORK		
Postal Code:	11741		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4891397	FOCUS RX POSITIVE PATIENT OUTCOME	
CORRESPONDENCE DATA			
Fax Number:	7344184288		
<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:	7344184288		
Email:	jreitz@honigman.com		
Correspondent Name:	Julie E. Reitz		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	Julie E. Reitz		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	12/26/2017		
Total Attachments: 4			
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TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This TERMINATION AND RELEASE OF TRADEMARK SECURITY INTERESTS, dated as of December 20, 2017 (this "Termination and Release"), is made by HEALTHCARE FINANCIAL SOLUTIONS, LLC, as Agent (the "Agent") for the Secured Parties in favor of Focus Rx Pharmacy Services Inc., a New York corporation (the "Grantor"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreements, as applicable, referred to below.

A. Reference is made to (i) the Second Amended and Restated Credit Agreement, dated as of April 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Diplomat Pharmacy, Inc. (dba Diplomat Specialty Pharmacy), a Michigan corporation ("Borrower"), Grantor, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Agent, (ii) the Second Amended and Restated Guaranty and Security Agreement, dated as of April 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") by Grantor in favor of Agent and (iii) the Trademark Security Agreement, dated as of September 1, 2017, by Grantor in favor of Agent (such documents set forth in clauses (ii) through (iii), the "Security Agreements").

B. Pursuant to the Security Agreements, Borrower granted to Agent, for the benefit of the Secured Parties, a security interest in all of the Borrower's right, title and interest in to and under all of Borrower's Trademarks and all IP Licenses providing for the grant by or to Borrower of any right under any Trademark, including, without limitation, the Trademarks listed on Schedule I hereto, together with all renewals and extensions of the foregoing, all goodwill of the business connected with the use of, and symbolized by, each such Trademark, and 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 (collectively, the "Trademark Collateral"), which security interest was recorded with the United States Patent and Trademark Office on September 1, 2017 at Reel/Frame 6146/0440.

C. Pursuant to the Payoff Letter dated as of December 19, 2017, among Borrower and Agent, Agent has agreed to terminate and release (without recourse to, representation or warranty (either express or implied) by Agent or any Lender) any and all security interests it may have in the Trademark Collateral pursuant to the Security Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent does hereby terminate, release, relinquish and discharge (without recourse to, representation or warranty (either express


or implied) by Agent or any Lender) any and all Liens on and security interests it has in the Trademark Collateral, and hereby reassigns to Grantor any and all right, title, and interest that the Agent may have in or to such Trademark Collateral. Agent agrees and authorizes to make filings with the United States Patent and Trademark Office and other necessary filings, to execute and deliver to Borrower and its successors, assigns or other legal representatives all documents that Borrower shall reasonably request to evidence such termination and release. All of the foregoing shall be at the sole expense of Borrower, without recourse to, representation or warranty (either express or implied) by Agent or any Lender, and shall be subject to the terms of the Security Agreements and other Loan Documents.

THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Termination and Release to be duly executed as of the day and year first above written.

HEALTHCARE FINANCIAL
SOLUTIONS, LLC, as Agent


By 

Name: Karen McDahlquist

Title: Duly Authorized Signatory

Schedule I

1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>App. No. / App. Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Owner</u>
	86446442 November 6, 2014	4891397 January 26, 2016	Focus Rx Pharmacy Services Inc.

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.