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ETAS ID: TM455917

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	<b>Execution Date</b>	Entity Type
Healthcare Financial Solutions, LLC		12/20/2017	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Diplomat Pharmacy, Inc.
Doing Business As:	Diplomat Specialty Pharmacy
Street Address:	4100 South Saginaw Street
City:	Flint
State/Country:	MICHIGAN
Postal Code:	48507
Entity Type:	Corporation: MICHIGAN

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3875888	DIPLOMAT SPECIALTY PHARMACY
Registration Number:	3859520	ENAV
Registration Number:	3824892	KEEPING PATIENTS HEALTHIERLONGER

# CORRESPONDENCE DATA

**Fax Number:** 7344184288

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: 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") as the successor administrative agent to General Electric Capital Corporation (the "Retired Agent") for the Secured Parties in favor of Diplomat Pharmacy, Inc. (d/b/a Diplomat Specialty Pharmacy), a Michigan corporation (the "Borrower"). 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 Credit Agreement, dated as of July 20, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Agent, (ii) the Guaranty and Security Agreement, dated as of July 20, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") by Borrower in favor of Agent and (iii) the Trademark Security Agreement, dated as of July 20, 2012, by Borrower in favor of Retired Agent (such documents set forth in clauses (ii) through (iii), the "Security Agreements").
- Pursuant to the Security Agreements, Borrower granted to Retired В. 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 July 24, 2012 at Reel/Frame 4828/0052, and subsequently assigned by Retired Agent to Agent pursuant to that certain Assignment of Intellectual Property Security Agreements dated as of November 13, 2015 and recorded with the United States Patent and Trademark Office on November 13, 2015 at Reel/Frame 5668/0596.
- 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.

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TRADEMARK REEL: 006236 FRAME: 0605 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]

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TRADEMARK REEL: 006236 FRAME: 0606 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 Marca M. Name: Karen M. Dahlquist

Title: Duly Authorized Signatory

# Schedule I

#### REGISTERED TRADEMARKS 1.

Trademark	Registration Number		Status/Status Date	Owner	Filing Date	Registration Date	Full Goods/Services
DIPLOMAT SPECIALTY PHARMACY  Diplomst Specialty Pharmacy	3,875,888	77-896402		Diplomat Specialty Pharmacy (Michigan Corp.) 4100 South Saginaw Street Flint, Michigan 48507	18, 2009	November 16, 2010	(Int'I Class: 44) Pharmacy services
eNAV	3,859,520	77-896403	Registered October 12 2010	Diplomat Specialty Pharmacy (Michigan Corp.) 4100 South Saginaw Street Flint, Michigan 48507	18, 2009	October 12, 2010	(Int'I Class: 44) Pharmacy services and providing an internet web site for medical professionals and medical patients for patient care that allows for the exchange of information from remote locations using devices that feed information to the web site that is then processed and can be accessed in real-time by users
KEEPING PATIENTS HEALTHIERLONGER Keeping patients healthierlonger	3,824,892	77-896405	Registered July 27, 2010	Diplomat Specialty Pharmacy (Michigan Corp.) 4100 South Saginaw Street Flint, Michigan 48507	18, 2009	July 27, 2010	(Int'l Class: 44) Pharmacy services

2.	TRADEMARK AP	PLICATIONS

None.

3. IP LICENSES

None.

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**RECORDED: 12/26/2017**