

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEE HAR DISTRIBUTORS, LLC		12/20/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 S. DEARBORN ST., 7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4325798	INNOVIA PROVIDER NETWORK	
Registration Number:	4901878	LDI	
Registration Number:	4901880	LDI	
Registration Number:	3684956	LDI	
Registration Number:	3684955	LDI	
Registration Number:	4332864		
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212) 455-3222		
Email:	ksolomon@stblaw.com		
Correspondent Name:	ALEXANDER RAYTMAN, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2093		
NAME OF SUBMITTER:	Alexander Raytman		
SIGNATURE:	/ar/		

CH \$165.00 4325798

DATE SIGNED:	01/02/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of December 20, 2017 (this “Agreement”) between Lechar Distributors, LLC (the “Grantor”) and JPMorgan Chase Bank, N.A. (“JPMorgan”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of December 20, 2017, (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Diplomat Pharmacy, Inc. (the “Company”), the Lenders from time to time party thereto and JPMorgan, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of December 20, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Company, the other Domestic Subsidiary Loan Parties from time to time party thereto and JPMorgan, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Company subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Domestic Subsidiary Loan Parties party hereto (other than the Company) are Affiliates of the Company and will derive substantial benefits from the extension of credit to the Company pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by Grantor or in, to or under which Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a)(i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and use based registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of

the foregoing set forth under its name on Schedule I and (ii) all goodwill associated therewith or symbolized thereby; and

(b) all exclusive Trademark Licenses under which Grantor is a licensee, including those listed on Schedule I.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

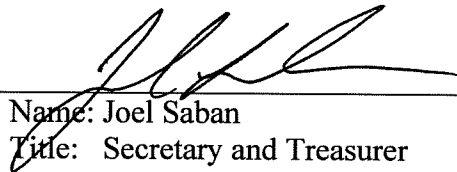
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

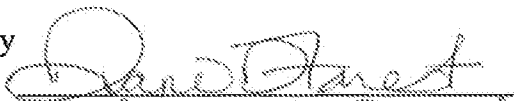
LEE HAR DISTRIBUTORS, LLC, as Grantor

by


Name: Joel Saban
Title: Secretary and Treasurer

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by







Name: Siene D Forrest

Title: Authorized officer

SCHEDULE I

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>
[Design only] 	4325798
LDI	4901878
[Design only] 	4901880
LDI and Design 	3684956
LDI	3684955
[Design only] 	4332864

Use Based U.S. Trademark Applications

None.

State Trademark Registrations

<u>State</u>	<u>Mark</u>	<u>Registration No.</u>
Louisiana	LDI INTEGRATED PHARMACY SERVICES	N/A

Exclusive Trademark Licenses

None.