

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM476289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MC-21 LLC	FORMERLY MC-21 Corporation	05/31/2018	Limited Liability Company: PUERTO RICO
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, as Administrative Agent		
Street Address:	211 Perimeter Center Parkway, Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	77636105	FORMMANAGE TOOL	
Serial Number:	77636084	PHARMAUDIT SYSTEM	
Serial Number:	77676115	REDRX	
Serial Number:	77702777	MC 21	
Serial Number:	85121050	PRESCRIPTREND	
Serial Number:	85169544	MC21 RM SYSTEM	
Serial Number:	85169459	MC21 FWA TOOL	
Serial Number:	85169491	MC21 MACLIST TOOL	
Serial Number:	85169523	MC21 CR SYSTEM	
Serial Number:	85169551	MC21 RB SYSTEM	
Serial Number:	85169574	MC21 PA SYSTEM	
Serial Number:	85123848	FLEX 90	
Serial Number:	85191545	MC21 BENEFIT ONLINE	
Serial Number:	86199380	MC21 CLAIMSAND ENCOUNTERS	
Serial Number:	86199077	MC21 CUSTOMER SUPPORT	
Serial Number:	85578730	MC21 MEMBER PORTAL	
Serial Number:	86199350	MC21 TECH SUPPORT	
Serial Number:	86199334	MC21 SUPPORT TRACK	
Serial Number:	86199178	MC21 HRPM	
TRADEMARK			

OP \$565.00 77636105

Property Type	Number	Word Mark
Serial Number:	86199218	MC21 HR PORTAL
Serial Number:	86199249	MC21 SOFT CONTROL
Serial Number:	86199128	MC21 PLAN CATALOG

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723408

Email: mramic@kslaw.com

Correspondent Name: Mia Ramic King & Spalding LLP

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990.515123
NAME OF SUBMITTER:	/S/ MIA RAMIC
SIGNATURE:	/S/ MIA RAMIC
DATE SIGNED:	06/01/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2018 (this “Security Agreement”), is made by MC-21 LLC (f/k/a MC-21 Corporation), a Puerto Rico limited liability company (the “Grantor”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, PROCARE PHARMACY BENEFIT MANAGER, INC., a Florida corporation (the “Borrower”), the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of April 30, 2018 (as amended by that certain Consent, Release and First Amendment to Revolving Credit and Term Loan Agreement, dated as of the date hereof, and as further amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries and Affiliates, including the Grantor, have entered into the Security Agreement, dated as of April 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its registered Trademarks and all Trademark Licenses for registered Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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.

Section 3 Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative

Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.


Section 6 Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of Georgia.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MC-21 LLC

By: 
Name: Roger Burgess
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent









By: 









Name: Ben Cumming









Title: Managing Director

SCHEDULE I

Trademarks

Trademark	Class	Filing #	Register #	Ownership
	36	PRTO: 57667	PRTO: 73268	MC-21 LLC
 FormManage TOOL®	36	PRTO: 67815 USPTO: 77636105	PRTO: 101294 USPTO: 3854421	MC-21 LLC
 MC21 PharmAudit SYSTEM™	36	PRTO: 217060-36-0 USPTO: 77636084	Pending USPTO: 3854419	MC-21 LLC
 RedRx®	36	PRTO: 63612 USPTO: 77676115	PRTO: 101411 USPTO: 3848511	MC-21 LLC
	36	PRTO: 66030 USPTO: 77702777	PRTO: 213200 USPTO: 3698440	MC-21 LLC
 people caring for people	36	PRTO: 66029	PRTO: 213201	MC-21 LLC
 gente cuidando tu gente	36	PRTO: 66028	PRTO: 101783	MC-21 LLC
 PRESCRIPTEND™	42	PRTO: 72832 USPTO: 85121050	PRTO: 201261 USPTO: 4115763	MC-21 LLC

 MC21 RM SYSTEM™	36	PRTO: 80279 USPTO: 85169544	PRTO: 208792 USPTO: 4057519	MC-21 LLC
 MC21 FWA TOOL™	36	PRTO: 73694 USPTO: 85169459	PRTO: 201327 USPTO: 4061404	MC-21 LLC
 MC21 MACList TOOL™	36	PRTO: 73693 USPTO: 85169491	PRTO: 200055 USPTO: 4061405	MC-21 LLC
 MC21 CR SYSTEM™	36	PRTO: 73695 USPTO: 85169523	PRTO: 201328 USPTO: 4061406	MC-21 LLC
 MC21 RB SYSTEM™	36	PRTO: 73696 USPTO: 85169551	PRTO: 201330 USPTO: 4061407	MC-21 LLC
 MC21 PA SYSTEM™	36	PRTO: 73698 USPTO: 85169574	PRTO: 212336 USPTO: 4057520	MC-21 LLC
FLEX 90	35	PRTO: 72142 USPTO: 85123848	PRTO: 211898 USPTO: 4156416	MC-21 LLC
 MC21 Benefit ONLINE™	36	PRTO: 74120 USPTO: 85191545	PRTO: 201400 USPTO: 4143656	MC-21 LLC
 MC21 Claimsand ENCOUNTERS™	36	PRTO: 79615 USPTO: 86199380	PRTO: 206089 USPTO: 4609439	MC-21 LLC

 MC21 Customer SUPPORT™	36	PRTO: 79616 USPTO: 86199077	PRTO: 203024 USPTO: 4609427	MC-21 LLC
 MC21 Member PORTAL™	36	PRTO: 79622 USPTO: 85578730	PRTO: 206001 USPTO: 4488994	MC-21 LLC
 MC21 Tech SUPPORT™	36	PRTO: 79614 USPTO: 86199350	PRTO: 203881 USPTO: 4609438	MC-21 LLC
 MC21 Support TRACK™	36	PRTO: 79612 USPTO: 86199334	PRTO: 202948 USPTO: 4616908	MC-21 LLC
 MC21 HRPM™	36	PRTO: 79603 USPTO: 86199178	PRTO: 213126 USPTO: 4616906	MC-21 LLC
 MC21 HR PORTAL™	36	PRTO: 79623 USPTO: 86199218	PRTO: 202947 USPTO: 4609434	MC-21 LLC
 MC21 Soft CONTROL™	36	PRTO: 79613 USPTO: 86199249	PRTO: 203880 USPTO: 4609436	MC-21 LLC
 MC21 Plan CATALOG™	36	PRTO: 79620 USPTO: 86199128	PRTO: 205259 USPTO: 4609431	MC-21 LLC