

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM481518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIPLEFIN LLC		07/11/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5187442	HUB-LITE	
Registration Number:	3505128	RXHOPE	
Registration Number:	4778855	MEDXCLAIM	
Registration Number:	4791335	RX365	
Registration Number:	4927953	COPAY CONNECT	
Registration Number:	4927954	PRIOR AUTHORIZATION CONNECT	
Registration Number:	5202695	COMPLETECARE RX PHARMACY	
Registration Number:	4498093	TRIPLEFIN	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	(216) 586-3939		
Email:	skoston@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	601755-185102-SK		

CH \$215.00 5187442

NAME OF SUBMITTER:	Michael E. Grathwol
SIGNATURE:	/Michael E. Grathwol/
DATE SIGNED:	07/12/2018
Total Attachments: 6 source=Ghost - Second Lien Trademark Security Agreement Triplefin - Executed 7#page1.tif source=Ghost - Second Lien Trademark Security Agreement Triplefin - Executed 7#page2.tif source=Ghost - Second Lien Trademark Security Agreement Triplefin - Executed 7#page3.tif source=Ghost - Second Lien Trademark Security Agreement Triplefin - Executed 7#page4.tif source=Ghost - Second Lien Trademark Security Agreement Triplefin - Executed 7#page5.tif source=Ghost - Second Lien Trademark Security Agreement Triplefin - Executed 7#page6.tif	

This Agreement is subject to the terms of the Second Lien Intercreditor Agreement dated March 16, 2018 among KeyBank National Association, as Representative for the First Lien Credit Agreement Secured Parties, for itself and the First Lien Credit Agreement Secured Parties, KeyBank National Association, as Representative for the Second Lien Credit Agreement Secured Parties, for itself and the Second Lien Credit Agreement Secured Parties, and each additional Second Priority Representative and Senior Representative that from time to time becomes a party thereto pursuant to Section 8.09 thereof and acknowledged by LSCS Holdings, Inc., as Parent Borrower and the other Grantors referred to therein, as amended, modified or supplemented from time to time.

Second Lien Trademark Security Agreement

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of July 11, 2018 (this “**Agreement**”), between TRIPLEFIN LLC, an Ohio limited liability company (the “**Grantor**”) and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent.

WHEREAS, LSCS HOLDINGS, INC. (the “**Parent Borrower**”), LSCS COMPLIANCE HOLDINGS, INC. (“**Co-Borrower 1**”), LSCS SAFARI HOLDINGS, INC. (“**Co-Borrower 2**” and, collectively with the Parent Borrower, Co-Borrower 1 and any Additional Borrowers from time to time party to the Credit Agreement (as defined below), the “**Borrowers**”), WS LSCS INTERMEDIATE HOLDINGS, LLC (“**Holdings**”), the Lenders party thereto, KEYBANK NATIONAL ASSOCIATION, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”) and Collateral Agent, and the other parties from time to time party thereto have entered into the Second Lien Credit Agreement dated as of March 16, 2018 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Second Lien Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of March 16, 2018, among the Parent Borrower, Co-Borrower 1, Co-Borrower 2, Holdings, the other Subsidiary Parties named therein and KeyBank National Association, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”) pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the “**USPTO**”) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

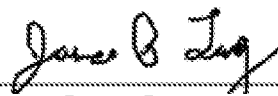
SECTION 4. Recordation. Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of this page intentionally left blank]

TRIPLEFIN LLC,
as the Grantor

By: 
Name: James Lang
Title: President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006377 FRAME: 0985

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: Gregory Caso

Title: Senior Vice President

[Signature Page to Second Lien Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
HUB-LITE	U.S.	Triplefin LLC	5187442
RXHOPE	U.S.	Triplefin LLC	3505128
MEDXCLAIM	U.S.	Triplefin LLC	4778855
RX365	U.S.	Triplefin LLC	4791335
COPAY CONNECT	U.S.	Triplefin LLC	4927953
PRIOR AUTHORIZATION CONNECT	U.S.	Triplefin LLC	4927954
COMPLETECARE RX PHARMACY	U.S.	Triplefin LLC	5202695
TRIPLEFIN	U.S.	Triplefin LLC	4498093