

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484450

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RxBenefits, Inc.		07/27/2018	Corporation: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as agent		
<b>Street Address:</b>	30 South Wacker Drive		
<b>Internal Address:</b>	Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5339064	RXBENEFITS	
<b>Registration Number:</b>	5339053	RXBENEFITS	
<b>Serial Number:</b>	87839666	RXANALYZER	
<b>Serial Number:</b>	87836223	RX ANALYZER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	7037125390		
<b>Email:</b>	mguidry@mcguirewoods.com		
<b>Correspondent Name:</b>	Melissa Guidry		
<b>Address Line 1:</b>	1750 Tysons Blvd		
<b>Address Line 4:</b>	Tysons, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	2043774-0063		
<b>NAME OF SUBMITTER:</b>	Melissa Guidry		
<b>SIGNATURE:</b>	/Melissa Guidry/		
<b>DATE SIGNED:</b>	08/02/2018		
<b>Total Attachments: 5</b>			

OP \$115.00 5339064

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 27, 2018, is made by RxBenefits, Inc., an Alabama corporation (the “Grantor”), in favor of Madison Capital Funding LLC, as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for all Lenders (as defined in the Credit Agreement referred to below).

### W I T N E S S E T H:

**WHEREAS**, pursuant to the Credit Agreement of even date herewith by and among Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and Agent (as the same may be amended, restated, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor has granted, pursuant to a Guarantee and Collateral Agreement of even date herewith by Grantor and the other Loan Parties in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to Agent a security interest in all of Grantor’s Intellectual Property (as defined therein), other than Excluded Property (as defined therein); and

**WHEREAS**, Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant.

**NOW, THEREFORE**, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Grantor, Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. 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, has granted to Agent for the ratable benefit of the Secured Parties, a security interest in all of its Collateral, including the following Intellectual Property (other than any Intellectual Property constituting Excluded Property) (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; and
- (b) all Proceeds and products of any of the foregoing.

Section 3. Guarantee and Collateral Agreement. The security interest memorialized in this Trademark Security Agreement was granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and Grantor and Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral memorialized hereby are more fully set forth in the Guarantee and

Collateral Agreement. In the event of any inconsistency or ambiguity between this Trademark Security Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

*[Remainder of page intentionally blank; signature pages follow.]*

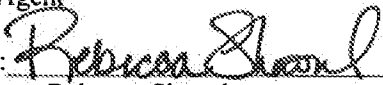
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**RXBENEFITS, INC.**, as Grantor

By:   
Name: Cynthia Johnson  
Title: Chief Operating Officer

**ACCEPTED AND AGREED**  
as of the date first above written:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By:   
Name: Rebecca Shaoul  
Title: Vice President

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS:**

<b>GRANTOR</b>	<b>TRADEMARKS</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>STATUS</b>
RXBENEFITS, INC.	RXBENEFITS	5339064	November 21, 2017	REGISTERED
RXBENEFITS, INC.	RXBENEFITS	5339053	November 21, 2017	REGISTERED

**TRADEMARK APPLICATIONS:**

<b>GRANTOR</b>	<b>TRADEMARKS</b>	<b>APPLICATION NUMBER</b>	<b>APPLICATION DATE</b>	<b>STATUS</b>
RXBENEFITS, INC.	RXANALYZER	87839666	March 19, 2018	PENDING
RXBENEFITS, INC.	RX ANALYZER	87836223	March 15, 2018	PENDING