

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wedgewood Village Pharmacy, LLC		07/17/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Maranon Capital LP, as Administrative Agent		
Street Address:	303 W. Madison Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4652171	QUAD TABS	
Registration Number:	4801303	TINY TABS	
Registration Number:	4550828		
Registration Number:	4550830	WEDGEWOOD PHARMACY	
Registration Number:	4244471	DELIVEREASE	
Registration Number:	4248525	MEDI-MELTS	
Registration Number:	4248527	TWIST-A-TASTE	
Registration Number:	3816009	GOURMEDS	
Registration Number:	3782904	TINY TABS	
Registration Number:	3668057	TW ST-A-DOSE	
Registration Number:	3668058	GOURMEDS	
Registration Number:	3668059	TWIST-A-DOSE	
Registration Number:	5224993	VETPRESCRIBER.COM	
Registration Number:	5006757	PUTTING ANIMALS FIRST	
Registration Number:	4665937	DIAMONDBACK DRUGS	
Registration Number:	4665932	DIAMOND TABS	
Registration Number:	4890001	DIAMOND CHEWS	
Registration Number:	4782729	DIAMOND REFILL	
Registration Number:	4665934	DIAMOND MELTS	
TRADEMARK			

CH \$590.00 4652171

Property Type	Number	Word Mark
Registration Number:	4665935	DIAMONDBACK DRUGS
Serial Number:	87616197	EZ DOSEPEN
Serial Number:	87615757	EZ DOSE PEN
Serial Number:	87780442	GREAT CARE, DELIVERED

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	339494-68
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	07/19/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 17th day of July, 2018, by Wedgewood Village Pharmacy, LLC, a Delaware corporation (as successor-by-merger to Diamondback Drugs of Delaware, L.L.C., a Delaware limited liability company) ("Grantor"), in favor of Maranon Capital, L.P., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, the Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of July 17, 2018 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of July 17, 2018 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

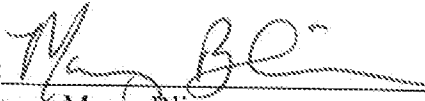
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a)

infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WEDGEWOOD VILLAGE PHARMACY, LLC

By: 

Name: Marcy Bliss

Title: Chief Executive Officer, President, Treasurer
and Secretary

Agreed and Accepted
As of the Date First Written Above

MARANON CAPITAL, L.P.,
as Agent


By Robert E. Kircher III
Its Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 006412 FRAME: 0382

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Owner/ Applicant
QUAD TABS	4652171	12/9/14	Wedgewood Village Pharmacy, LLC
TINY TABS	4801303	8/25/15	Wedgewood Village Pharmacy, LLC
DESIGN ONLY	4550828	6/17/14	Wedgewood Village Pharmacy, LLC
WEDGEWOOD PHARMACY	4550830	6/17/14	Wedgewood Village Pharmacy, LLC
DELIVEREASE	4244471	11/20/12	Wedgewood Village Pharmacy, LLC
MEDI-MELTS	4248525	11/27/12	Wedgewood Village Pharmacy, LLC
TWIST-A-TASTE	4248527	11/27/12	Wedgewood Village Pharmacy, LLC
GOURMEDS	3816009	7/13/10	Wedgewood Village Pharmacy, LLC
TINY TABS	3782904	4/27/10	Wedgewood Village Pharmacy, LLC
TWIST-A-DOSE	3668057	8/18/09	Wedgewood Village Pharmacy, LLC
GOURMEDS	3668058	8/18/09	Wedgewood Village Pharmacy, LLC
TWIST-A-DOSE	3668059	8/18/09	Wedgewood Village Pharmacy, LLC
VETPRESCRIBER.COM	5224993	6/13/17	Wedgewood Village Pharmacy, LLC
PUTTING ANIMAL RIGHTS FIRST	5006757	7/26/16	Wedgewood Village Pharmacy, LLC (as successor-by-merger to Diamondback Drugs of Delaware, L.L.C.)
DIAMONDBACK DRUGS	4665937	1/6/15	Wedgewood Village Pharmacy, LLC (as successor-by-merger to Diamondback Drugs of Delaware, L.L.C.)
DIAMOND TABS	4665932	1/6/15	Wedgewood Village Pharmacy, LLC (as successor-by-merger to Diamondback Drugs of Delaware, L.L.C.)

Mark	Registration No.	Registration Date	Owner/ Applicant
DIAMOND CHEWS	4890001	1/19/16	Wedgewood Village Pharmacy, LLC (as successor-by-merger to Diamondback Drugs of Delaware, L.L.C.)
DIAMOND REFILL	4782729	7/28/15	Wedgewood Village Pharmacy, LLC (as successor-by-merger to Diamondback Drugs of Delaware, L.L.C.)
DIAMOND MELTS	4665934	1/6/15	Wedgewood Village Pharmacy, LLC (as successor-by-merger to Diamondback Drugs of Delaware, L.L.C.)
DIAMONDBACK DRUGS	4665935	1/6/15	Wedgewood Village Pharmacy, LLC (as successor-by-merger to Diamondback Drugs of Delaware, L.L.C.)

TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Owner/ Applicant
“EZ DOSEPEN”	87/616,197	9/20/17	Wedgewood Village Pharmacy, LLC
EZ DOSEPEN	87/615,757	9/20/17	Wedgewood Village Pharmacy, LLC
GREAT CARE, DELIVERED	87/780,442	2/1/18	Wedgewood Village Pharmacy, LLC