

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Financial Solutions, LLC		08/16/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Apothecary Holdings, Inc.		
Street Address:	23620 N 20th Drive, #12		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85085		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3816456	THE APOTHECARY SHOPS	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	612.766.8982		
Email:	trademark@faegrebd.com		
Correspondent Name:	Craig Komanecki/Marla Manning		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Marla Manning		
SIGNATURE:	/Marla Manning/		
DATE SIGNED:	08/30/2018		
Total Attachments: 4			
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OP \$40.00 3816456

TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST, dated as of August 16, 2018 (this “Termination and Release”), is made by HEALTHCARE FINANCIAL SOLUTIONS, LLC, as Agent (the “Agent”) (as the successor administrative agent to General Electric Capital Corporation (the “Retired Agent”) for the Secured Parties in favor of Apothecary Holdings, Inc., a Delaware corporation (the “Grantor”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreements, as applicable, referred to below.

A. Reference is made to (i) the Credit Agreement, dated as of August 7, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the other Credit Parties, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Agent, (ii) the Guaranty and Security Agreement, dated as of August 7, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) by Grantor in favor of Agent and (iii) the Trademark Security Agreement, dated as of August 7, 2015, by Grantor in favor of Retired Agent (such documents set forth in clauses (i) through (iii), the “Security Agreements”).

B. Pursuant to the Security Agreements, Grantor granted to Retired Agent, for the benefit of the Secured Parties, a security interest in all of the Borrower’s right, title and interest in to and under all of Grantor’s Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, the Trademarks listed on Schedule I hereto, together with all renewals and extensions of the foregoing, all goodwill of the business connected with the use of, and symbolized by, each such Trademark, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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 (collectively, the “Trademark Collateral”), which security interest was recorded with the United States Patent and Trademark Office on November 12, 2015 at Reel/Frame 2666/0962, and subsequently assigned by Retired Agent to Agent pursuant to that certain Assignment of Intellectual Property Security Agreements dated as of November 18, 2015 and recorded with the United States Patent and Trademark Office on November 19, 2015 at Reel/Frame 5672/0633.

C. Pursuant to the Payoff Letter dated as of August 15, 2018, among Grantor and Agent, Agent has agreed to terminate and release (without recourse to, representation or warranty (either express or implied) by Agent or any Lender) any and all security interests it may have in the Trademark Collateral pursuant to the Security Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent does hereby terminate, release, relinquish and discharge (without recourse to, representation or warranty (either express or implied) by Agent or any Lender) any and all Liens on and security interests it has in the Trademark Collateral, and hereby reassigns to Grantor any and all right, title, and interest that the Agent may have in or to such Trademark Collateral. Agent agrees and authorizes to make filings with the United States Patent and Trademark Office and other necessary filings, to execute and deliver to Grantor and its successors, assigns or other legal representatives all documents that Grantor shall reasonably request to evidence such termination and release. All of the foregoing shall be at the sole expense of Grantor, without recourse to, representation or warranty (either express or implied) by Agent or any Lender, and shall be subject to the terms of the Security Agreements and other Loan Documents.

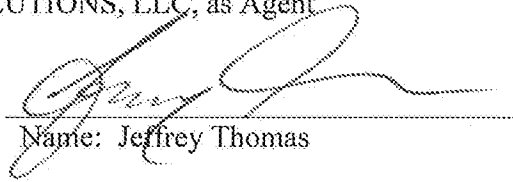
THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Termination and Release to be duly executed as of the day and year first above written.

HEALTHCARE FINANCIAL
SOLUTIONS, LLC, as Agent

By




Name: Jeffrey Thomas

Title: Duly Authorized Signatory

Schedule I

1. REGISTERED TRADEMARKS

TM Record	Mark/Name/SN/RN	Status/Status Date	Owner	Filing Date	Registration Date	Full Goods/Services
US Federal Q2 of 3	<p>THE APOTHECARY SHOPS and Design</p>  <p>RN: 3816456 SN: 77736484</p>	Registered July 13, 2010	<p>Apothecary Holdings, Inc. (Delaware Corp.) 23620 N 20th Drive, #12 Phoenix Arizona 85085</p>	May 13, 2009	July 13, 2010	(Int'l Class: 35) mail order pharmacy services; retail pharmacy services

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.