

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493598

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hospital Couriers, LLC		10/11/2018	Limited Liability Company:
LL Management, Inc.		10/11/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brightwood Loan Services LLC		
<b>Street Address:</b>	810 Seventh Avenue		
<b>Internal Address:</b>	26th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5299082	HCC HOSPITAL COURIERS CORPORATION	
<b>Registration Number:</b>	3697657	HCC	
<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>	2122942684		
<b>Email:</b>	trademarkny@winston.com		
<b>Correspondent Name:</b>	Amanjot Kaur		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>ATTORNEY DOCKET NUMBER:</b>	86229.37		
<b>NAME OF SUBMITTER:</b>	Amanjot Kaur		
<b>SIGNATURE:</b>	/Amanjot Kaur by trademarkny/		
<b>DATE SIGNED:</b>	10/11/2018		
<b>Total Attachments: 5</b>			

CH \$65.00 5299082

source=Brightwood - Lab Logistics - Intellectual Property Security Agreement#page1.tif  
source=Brightwood - Lab Logistics - Intellectual Property Security Agreement#page2.tif  
source=Brightwood - Lab Logistics - Intellectual Property Security Agreement#page3.tif  
source=Brightwood - Lab Logistics - Intellectual Property Security Agreement#page4.tif  
source=Brightwood - Lab Logistics - Intellectual Property Security Agreement#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **October 11, 2018** between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BRIGHTWOOD LOAN SERVICES LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of September 25, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, each Grantor has (i) as collateral security for the payment and performance of the Secured Obligations, pledged, assigned and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities. All capitalized terms used herein (including the preamble and recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the payment and performance of the Secured Obligations, whether now existing or hereafter incurred, each Grantor hereby pledges, assigns and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, but not limited to (i) the United States registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

**Section 2. Recordation.** Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Foreign Intellectual Property.** Notwithstanding anything to the contrary in this Agreement or the foregoing, nothing in this Agreement shall constitute any representation or warranty as to the validity, enforceability or perfection of the Lien granted hereunder in Collateral that is Intellectual

Property registered, issued or arising under the laws of a country other than the United States, nor shall this Agreement create an obligation on Grantor to make any filings or take any other actions to record or perfect the Collateral Agent's security interest in and continuing lien on Intellectual Property outside of the United States.

**Section 4. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

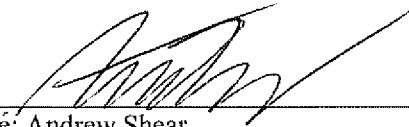
**Section 5. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 6. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

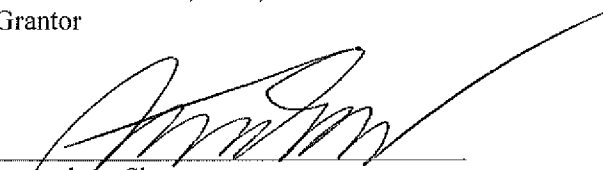
[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

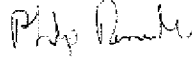
HOSPITAL COURIERS, LLC,  
as a Grantor

By:   
Name: Andrew Shear  
Title: Vice President

LL MANAGEMENT, INC.,  
as a Grantor

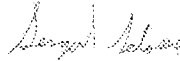
By:   
Name: Andrew Shear  
Title: Vice President and Assistant Treasurer

**BRIGHTWOOD LOAN SERVICES LLC, as**  
Collateral Agent



By: \_\_\_\_\_

Name: Phil Daniele  
Title: Chief Risk Officer



By: \_\_\_\_\_

Name: Sengal Selassie  
Title: Managing Member

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 006505 FRAME: 0625**

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks:

Name of Owner	Trademark	Reg. #	Reg. Date	App. #	App. Date	Status
LL Management, Inc.	HCC HOSPITAL CPOURIERS CORPORATION word mark	5299082	October 3, 2017	86/962,828	April 4, 2016	Registered
Hospital Couriers, LLC	HCC word mark	3697657	October 20, 2009	77/542,760	August 8, 2008	Registered