

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SINGLECARE SERVICES LLC		12/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N. Tryon Street		
Internal Address:	MAC Legal (NC1-001-05-45)		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4850499		
Registration Number:	4850500		
Registration Number:	4850503	SINGLECARE	
Registration Number:	4850501	SINGLECARE	
Registration Number:	4850497	SINGLECARE	
Registration Number:	5576989	SINGLECAREREX	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	042525-0171		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		

CH \$165.00 4850499

DATE SIGNED:	12/21/2018
---------------------	------------

Total Attachments: 5

source=RxSense - Trademark Security Agreement (Singlecare) Executed#page1.tif

source=RxSense - Trademark Security Agreement (Singlecare) Executed#page2.tif

source=RxSense - Trademark Security Agreement (Singlecare) Executed#page3.tif

source=RxSense - Trademark Security Agreement (Singlecare) Executed#page4.tif

source=RxSense - Trademark Security Agreement (Singlecare) Executed#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2018 (this “**Trademark Security Agreement**”), made by SINGLECARE SERVICES LLC (the “**Grantor**”), in favor of BANK OF AMERICA, N.A., as Collateral Agent for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of December 21, 2018 (as amended, restated, amended and restated, extended, supplemented, replaced, refinanced and/or otherwise modified from time to time, the “**Credit Agreement**”), among RxSense Holdings LLC (the “**Borrower**”), RxSense Investments LLC (“**Holdings**”), each Lender from time to time party thereto, Bank of America, N.A., as Administrative Agent, Collateral Agent, the Swing Line Lender and an L/C Issuer and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Security Agreement, dated as of December 21, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, Holdings and the other Grantors from time to time party thereto, in favor of the Collateral Agent for the benefit of the Secured Parties pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, 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.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference

herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

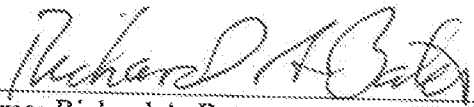
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the 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.

SINGLECARE SERVICES LLC

By: 
Name: Richard A. Bates
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006507 FRAME: 0612

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 

Name: Erik M. Truette
Title: Vice President



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications –

Owner (Loan Party)	Trademark	Application Number	Filing Date
None	None	None	None

Registrations –

Owner (Loan Party)	Trademark	Registration Number	Registration Date
SINGLECARE SERVICES LLC	<i>Design Only</i> 	4850499	10 NOV 2015
SINGLECARE SERVICES LLC	<i>Design Only</i> 	4850500	10 NOV 2015
SINGLECARE SERVICES LLC	SINGLECARE	4850503	10 NOV 2015
SINGLECARE SERVICES LLC	SINGLECARE	4850501	10 NOV 2015
SINGLECARE SERVICES LLC	SINGLECARE	4850497	10 NOV 2015
SINGLECARE SERVICES LLC	SINGLECAREREX	5576989	2 OCT 2018