

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508093

| | | | |
|---|---|--|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BIOMATRIX SPECIALTY PHARMACY, LLC | | 01/31/2018 | Limited Liability Company: FLORIDA |
| BIOLOGICTX, LLC | | 01/31/2018 | Limited Liability Company: NEVADA |
| FACTOR SUPPORT NETWORK PHARMACY, INC. | | 01/31/2018 | Corporation: CALIFORNIA |
| FFP HOLDCO, LLC | | 01/31/2018 | Limited Liability Company: FLORIDA |
| SUNSHINE INFUSION SERVICES INC. | | 01/31/2018 | Corporation: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | WELLS FARGO BANK, NATIONAL ASSOCIATION | | |
| Street Address: | 2450 Colorado Avenue, Suite 3000 West | | |
| City: | Santa Monica | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90404 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4963911 | MATRIX HEALTH GROUP | |
| Registration Number: | 4963900 | MATRIX HEALTH GROUP | |
| Registration Number: | 3770308 | FACTORRX SUPPORT NETWORK | |
| Registration Number: | 3573290 | HOMECARE FOR THE CURE | |
| Registration Number: | 4211594 | HOME HEALTH & INFUSION, WE HAVE IT COVER | |
| Registration Number: | 4271736 | BIOLOGICTX | |
| Serial Number: | 86717219 | BIOMATRIXSPRX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 212-318-6532 | | |

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TRADEMARK

Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER: ALANA GRAMER

SIGNATURE: /s/ AG

DATE SIGNED: 01/31/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 31st day of January, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

RECITALS

WHEREAS, pursuant to that certain Credit Agreement dated as of January 31, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **BIOMATRIX INVESTMENTS, L.L.C.**, a Delaware limited liability company, **BIOMATRIX SPECIALTY PHARMACY, LLC**, a Florida limited liability company ("BioMatrix"), the Subsidiaries of BioMatrix identified on the signature pages thereof as "Borrowers", and those additional entities that become parties thereto as Borrowers in accordance with the terms thereof by executing the form of Joinder attached thereto as Exhibit J-1 (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders identified on the signature pages thereof, Agent, and Wells Fargo, as lead arranger, and book runner, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 31, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

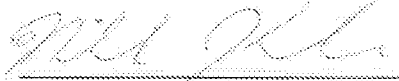
7. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Pages Follow.]

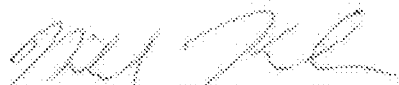
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


BIOMATRIX SPECIALTY PHARMACY, LLC,
a Florida limited liability company

By: 
Name: Nicholas Karalis
Title: Interim Chief Operating Officer


BIOLOGICTX, LLC,
a Nevada limited liability company

By: 
Name: Nicholas Karalis
Title: Interim Chief Operating Officer

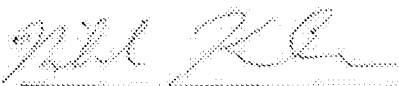
FACTOR SUPPORT NETWORK PHARMACY, INC., a California corporation

By: 
Name: Nicholas Karalis
Title: Interim Chief Operating Officer

FFP HOLDCO, LLC,
a Florida limited liability company

By: 
Name: Nicholas Karalis
Title: Interim Chief Operating Officer

SUNSHINE INFUSION SERVICES INC.,
an Illinois corporation

By: 
Name: Nicholas Karalis
Title: Interim Chief Operating Officer

[Signature Page to Trademark Security Agreement]


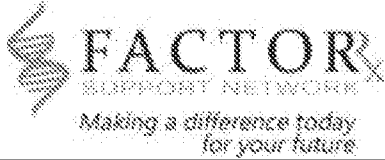

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent**


By: Lloyd Van Dyke
Name: Lloyd Van Dyke
Title: Authorized Signatory

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

| Owner | Description | Jurisdiction | Reg. No. |
|---------------------------------------|---|---------------------|-----------------|
| FFP Holdco, LLC | <u>Registered Trademark:</u> | United States | 4,963,911 |
| |  | | |
| FFP Holdco, LLC | <u>Registered Trademark:</u> | United States | 4,963,900 |
| | Matrix Health Group | | |
| Factor Support Network Pharmacy, Inc. | <u>Registered Trademark:</u>  | United States | 3,770,308 |
| Factor Support Network Pharmacy, Inc. | <u>Registered Trademark:</u>  | United States | 3,573,290 |
| Sunshine Infusion Services, Inc. | <u>Registered Trademark:</u>  | United States | 4,211,594 |
| Biologictx, LLC | <u>Registered Trademark:</u>  | United States | 4,271,736 |
| BioMatrix Specialty Pharmacy, LLC | <u>Registered Trademark:</u> BIOMATRIXSPRX | United States | 86/717219 |

Unregistered Trademarks

 Matrix Health


MEDEX BIO CARE
a Matrix Health Group Company

Elwyn
AT FAIR ACRES

Elwyn PHARMACY GROUP
Dedicated to Improving Our Patients' Health

Elwyn PHARMACY GROUP
ELWYN PHARMACY · ELWYN MED CENTER · GLEN ROCK
PHARMACY · SPECIALTY CARE · SPECIALTY PHARMACY · MEDICAL PHARMACY

Elwyn
PHARMACY GROUP


Elwyn
PHARMACY

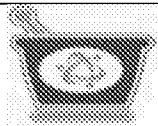
Elwyn
SPECIALTY CARE
*Dedicated to Improving
Our Patients' Health*

Elwyn PHARMACY
THE CARING EXPERTS

Elwyn SPECIALTY CARE
Dedicated to Improving Our Patients' Health

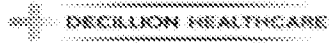
Elwyn SPECIALTY CARE
Dedicated to Improving Our Patients' Health

 GLEN ROCK
Medical Pharmacy
Part of The Elwyn Pharmacy Group

 GLEN ROCK
Medical Pharmacy
Part of The Elwyn Pharmacy Group

**MED CENTER
SPECIALTY PHARMACY**
Dedicated to Improving Our Patients' Health
Part of the Thrive Pharmacy Group

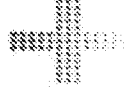
Primary Mark



Secondary

DECILLION HEALTHCARE

Primary Mark



Secondary Mark



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RECORDED: 01/31/2019

**TRADEMARK
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