

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RXSOLUTIONS, INC.		02/13/2019	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	OWL ROCK CAPITAL CORPORATION, AS COLLATERAL AGENT		
Street Address:	399 Park Ave., 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5191961	RX SOLUTIONS	
Registration Number:	5211837	DISCOUNTRX	
Registration Number:	5609436	RXSTUDY CARD	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	56013 / 010		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	02/14/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is entered into as of February 13, 2019 among RXSOLUTIONS, INC., a North Carolina corporation (formerly known as Rx Sample Solutions, Inc.) (“**Grantor**”) and OWL ROCK CAPITAL CORPORATION, in its capacity as collateral agent for the Secured Parties (as defined in the Credit Agreement) (together with its successors and assigns in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), by and among TIMBER MERGER SUB LLC, a Delaware limited liability company (“**Initial Borrower**”), immediately upon consummation of the Acquisition (as defined in the Credit Agreement), TC HOLDINGS, LLC, a Delaware limited liability company (“**TCH**”) TCH GROUP, INC., a Delaware corporation (“**Holdings**”), the Subsidiary Guarantors (as defined in the Credit Agreement) from time to time party thereto, any Co-Borrower (as defined in the Credit Agreement) or Joining Borrower (as defined in the Credit Agreement) from time to time party thereto, the Lenders (as defined in the Credit Agreement) from time to time party thereto, and OWL ROCK CAPITAL CORPORATION, as administrative agent, and collateral agent (in such capacity, together with its successors and assigns, “**Collateral Agent**”), Lenders have agreed to make Loans (as defined therein) to Borrower from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), the Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure payment and performance of all Secured Obligations, Grantor hereby grants to Collateral Agent, for itself and the benefit of the Secured Parties, a continuing security interest in, lien upon, and right of set off against, all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or existing, and wherever located (collectively, the “**Trademark Collateral**”):

(a) all of Grantor's trademarks, service marks, corporate names, company names, business names, trade names, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof (if any), and all registration and recording applications filed in connection therewith in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill of the business associated with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds of the foregoing, in any form.


Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include any Excluded Property, including any intent-to-use United States trademark applications until such time, if any, as a statement of use or an amendment to allege use is filed with respect thereto.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Credit Agreement control.

4. MISCELLANEOUS. The terms and provisions of Sections **1.03** (*Terms Generally*), **1.05** (*Resolution of Drafting Ambiguities*), **10.01** (*Notices*), **10.02** (*Waivers; Amendment*), **10.03** (*Expenses; Indemnity; Damage Waiver*), **10.04** (*Successors and Assigns*), **10.05** (*Survival of Agreement*), **10.06** (*Counterparts; Integration; Effectiveness*), **10.07** (*Severability*), **10.09(a)** (*Governing Law*), **10.09(b)** (*Submission to Jurisdiction*), **10.10** (*Waiver of Jury Trial*), and **10.11** (*Headings*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Agreement *mutatis mutandis* as if fully set forth herein.

IN WITNESS WHEREOF, Grantor and Collateral Agent have executed this Agreement as of the day and year first above written.

RXSOLUTIONS, INC.,
as a Grantor

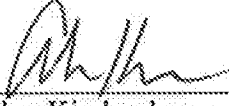
By: 
Name: Mark Bruck
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement – RxSolutions, Inc.]

TRADEMARK
REEL: 006563 FRAME: 0533



ACCEPTED AND ACKNOWLEDGED

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Alan Kirshenbaum
Title: Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Trademark	Registered Owner	Serial No.	Reg. No.	Status	Reg. Date
	Rx Sample Solutions, Inc.	86712504	5191961	Registered	April 25, 2017
Discount	Rx Sample Solutions, Inc.	86938523	5211837	Registered	May 30, 2017
	Rx Sample Solutions, Inc.	87278275	5609436	Registered	November 20, 2018

TRADEMARK APPLICATIONS

None.

LICENSES

None.