

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM510383

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FamilyWize, LLC		02/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5380432	THE SMART WAY TO SAVE ON PRESCRIPTIONS.	
Registration Number:	4870131	FAMILYWIZE	
Registration Number:	4954138	LIVE HEALTHY. LIVE SMART.	
Registration Number:	4790557		
Registration Number:	4737977	LIVE HEALTHY. LIVE SMART	
Registration Number:	4587511	BE WIZE	
Registration Number:	4587512	BE WIZE. BE HEALTHY.	
Registration Number:	4431820	WIZE UP	
Registration Number:	3301401	FAMILYWIZE	
Registration Number:	4334109	ONE MINUTE VOLUNTEER	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		

OP \$265.00 5380432

ATTORNEY DOCKET NUMBER:	058516-0022
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	02/15/2019
Total Attachments: 6 source=RxSense - Trademark Security Agreement (FamilyWize LLC) Executed#page1.tif source=RxSense - Trademark Security Agreement (FamilyWize LLC) Executed#page2.tif source=RxSense - Trademark Security Agreement (FamilyWize LLC) Executed#page3.tif source=RxSense - Trademark Security Agreement (FamilyWize LLC) Executed#page4.tif source=RxSense - Trademark Security Agreement (FamilyWize LLC) Executed#page5.tif source=RxSense - Trademark Security Agreement (FamilyWize LLC) Executed#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 15, 2019 (this “**Trademark Security Agreement**”), made by FAMILYWIZE, LLC (f/k/a FamilyWize Community Service Partnership, Inc.), a Delaware limited liability company (the “**Grantor**”), in favor of OWL ROCK CAPITAL CORPORATION, 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 February 15, 2019 (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, Owl Rock Capital Corporation, 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 February 15, 2019 (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 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 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.

FAMILYWIZE, LLC,
as Grantor

By: _____

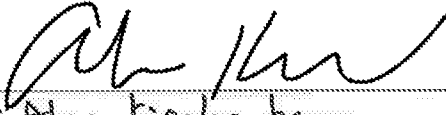
Name: Richard A. Bates

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement (FamilyWize, LLC)]

Accepted and Agreed:

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Alan Kirshenbaum
Title: Authorized Signatory

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
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	THE SMART WAY TO SAVE ON PRESCRIPTIONS	5380432	16 JAN 2018
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	FAMILYWIZE	4870131	15 DEC 2015
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	LIVE HEALTHY. LIVE SMART.	4954138	10 MAY 2016
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	Design Only	4790557	11 AUG 2015
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	LIVE HEALTHY. LIVE SMART	4737977	19 MAY 2015

Owner (Loan Party)	Trademark	Registration Number	Registration Date
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	BE WIZE	4587511	19 AUG 2014
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	BE WIZE. BE HEALTHY	4587512	19 AUG 2014
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	WIZE UP	4431820	12 NOV 2013
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	FAMILYWIZE	3301401	22 OCT 2007
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	ONE MINUTE VOLUNTEER	4334109	14 MAY 2013