

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STRATEGIC PHARMACEUTICAL SOLUTIONS, INC.		02/25/2019	Corporation:
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87490916	V E T S O U R C E	
Serial Number:	87468893	REMINDME	
Serial Number:	87491006	V E T S O U R C E	
Serial Number:	87493332	SCRIPTSHARE	
Serial Number:	87468907	PETMAIL	
Serial Number:	86911090	SCRIPTRIGHT LITE	
Serial Number:	77797121	SCRIPTRIGHT	
Serial Number:	77135217	VETSOURCE	
Serial Number:	77131743	VETSOURCE	
CORRESPONDENCE DATA			
Fax Number:	6196992701		
<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:	6196992700		
Email:	chuck.lehneis@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B STREET		

CH \$240.00 87490916

Address Line 2: SUITE 1700
Address Line 4: SAN DIEGO, CALIFORNIA 92101

NAME OF SUBMITTER: MATT SCHWARTZ

SIGNATURE: /s/ Matt Schwartz

DATE SIGNED: 02/25/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 25, 2019 by and between COMERICA BANK ("Bank") and STRATEGIC PHARMACEUTICAL SOLUTIONS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

3. Grantor represents and warrants that as of the date hereof Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

17014 ne Sandy Blvd
Portland, OR 97288
Attn: Jamie Samuels, Chief Financial Officer

By: 
Title: CFO

STRATEGIC PHARMACEUTICAL SOLUTIONS,
INC.

By: 

Title: CEO

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

BANK:

COMERICA BANK

By: _____

Title: _____

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Computer-enabled method and system for facilitating veterinary pharmaceuticals and other animal related product catalog customization	8452670	5/28/13
Computer-enabled method and system for facilitating veterinary pharmaceuticals and other animal related product transactions	8566189	10/22/13
Computer-enabled method and system for automated allocation and distribution of proceeds for sale of veterinary products	13022908	2/8/11
Computer-enabled method and system for automated application, determination and distribution of taxes and fees on the sale of products for animals	13024314	2/9/11

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
VETSOURCE	87490916	6/15/17
REMINDME	87468893	5/30/17
VETSOURCE	87491006	6/15/17
SCRIPTSHARE	87493332	6/16/16
PETMAIL	87468907	5/30/17
SCRIPTRIGHT LITE	86911090	2/17/16
SCRIPTRIGHT	77797121	8/4/09
VETSOURCE	77135217	3/20/07
VETSOURCE	77131743	3/15/07