

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM514437

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JTJ Medical Supply, Inc.		10/19/2018	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Compass Bank		
<b>Street Address:</b>	15 South 20th Street		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35233		
<b>Entity Type:</b>	Corporation: ALABAMA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3337749	MED BOX PERSONALIZED PILL BOX SYSTEM	
<b>Registration Number:</b>	3278411	MAIL-MEDS CLINICAL PHARMACY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8132291660		
<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>			
<b>Phone:</b>	813-229-7600		
<b>Email:</b>	mrichter@shumaker.com		
<b>Correspondent Name:</b>	SHUMAKER LOOP & KENDRICK, LLP		
<b>Address Line 1:</b>	101 East Kennedy Boulevard		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>NAME OF SUBMITTER:</b>	Mindi M. Richter		
<b>SIGNATURE:</b>	/Mindi M. Richter/		
<b>DATE SIGNED:</b>	03/15/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of October 19, 2018 is made between JTJ Medical Supply Inc., a Florida corporation (the "**Grantor**"), and Compass Bank, an Alabama banking corporation, as the Secured Party (the "**Secured Party**") and relates to certain financing or other financial accommodations made by Secured Party pursuant to the terms of that certain Credit Agreement, dated as of October 9, 2018, by and between CAN Community Health, Inc., a Florida not-for-profit corporation, CANTransport, LLC, a Florida limited liability company, and Tampa Family Pharmacy, LLC, a Florida limited liability company (collectively, the "**Borrower**") and Secured Party (as the same may be amended, supplemented, replaced, amended and restated or otherwise modified from time to time, the "**Credit Agreement**") to which Grantor joined as a Borrower and Guarantor as of the date hereof.

### WITNESSETH:

**WHEREAS**, in connection with the Credit Agreement, the Grantor has executed and delivered, or has previously or contemporaneously with the execution and delivery hereof become a party to, a Security Agreement, dated as of October 9, 2018 (as the same may be amended, supplemented, replaced, amended and restated or otherwise modified from time to time, the "**Security Agreement**");

**WHEREAS**, pursuant to Section 4(d) of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

**SECTION 2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby pledge, assign, hypothecate, set over and convey to the Secured Party and grant to the Secured Party a continuing security interest in and to, all of its rights in and to all of the following property, now or hereafter owned or acquired by Grantor or in which Grantor now has or hereafter has or acquires any rights, and wherever located (the "**Trademark Collateral**"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (all of the foregoing items in this clause (a) being collectively called a "Trademark"), including those referred to in Schedule I attached hereto;

(b) all reissues, extensions or renewals of any of the items described in clause (a);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) any written agreement now owned or hereafter acquired by Grantor or in which Grantor has or acquires any such rights granting to Grantor any right to use any Trademark; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark referred to in Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Provided, that Trademark Collateral shall not include any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed); and provided further that the security interests granted herein are granted as security only and shall not subject the Secured Party or transfer to the Secured Party, or in any way affect or modify, any obligation or liability of the Grantor with respect to any Trademark Collateral or any transaction in connection therewith.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world (subject to Sections 2 and 4(d) of the Security Agreement). The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms subject to Section 4 hereof.

**SECTION 4. Release of Security Interest.** Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the indefeasible payment in full in cash of the Obligations and the termination of the Revolving Commitment (as defined in the Credit Agreement), the Secured Party shall promptly upon the Grantor's request and contemporaneously with any refinancing of the Obligations, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**SECTION 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


**SECTION 6. Loan Document, etc.** This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

**SECTION 7. Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original (whether such counterpart is originally executed or an electronic copy of an original) and all of which shall constitute together but one and the same agreement.

**[Remainder of Page Intentionally Blank]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

JTJ Medical Supply, Inc.,  
a Florida corporation

By   
Name: Richard E. Carlisle  
Title: Director

COMPASS BANK,  
an Alabama banking corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

JTJ Medical Supply Inc.,  
a Florida corporation

By \_\_\_\_\_  
Name: Richard E. Carlisle  
Title: Director

COMPASS BANK,  
an Alabama banking corporation

By  \_\_\_\_\_  
Name: Eric Vogt  
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I  
to Trademark Security Agreement

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	MED BOX PERSONALIZED PILL BOX SYSTEM	3337749	November 20, 2007
USA	MAIL-MEDS CLINICAL PHARMACY	3278411	August 14, 2007

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