

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NS AND ASSOCIATES LLC		11/06/2019	Limited Liability Company: CALIFORNIA
AVITA DRUGS, LLC		11/06/2019	Limited Liability Company: LOUISIANA
ARC CARES, LLC		11/06/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4711126	AVITA	
Registration Number:	4130935	AVITA DRUGS	
Registration Number:	4711127	AVITA PHARMACY	
Registration Number:	4711128	AVITA PHARMACY	
Registration Number:	4703145	AVITA PHARMACY SOLUTIONS	
Registration Number:	4699206	AVITA PHARMACY SOLUTIONS	
Registration Number:	4798587	AVITA SPECIALTY PHARMACY	
Registration Number:	4698509	AVITACARES	
Registration Number:	4758449	AVITARX	
Registration Number:	5110656	P340B	
Registration Number:	4530243	ARC AUTHORIZATION REQUEST COORDINATION	
Registration Number:	5788507	ARC CONSULT	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-443-5647
Email: cfraser@mcguirewoods.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 1230 Peachtree Street NE
Address Line 2: McGuireWoods LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	PMQ - 2043774.0071
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	11/06/2019

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of November 6, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and collectively the “Grantors”), in favor of MADISON CAPITAL FUNDING LLC (“Madison Capital”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for all Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among (i) PMQ GROUP, LLC, a Delaware limited liability company (“Holdings”), (ii) NS AND ASSOCIATES LLC, a California limited liability company (“NS”), PHARMEDQUEST PHARMACY SERVICES, a California corporation (“PMQ”), ARC CARES, LLC, a California limited liability company (“ARC”, and together with NS and PMQ, the “Initial Borrowers” and each individually, an “Initial Borrower”), (iii) after giving effect to the Closing Date Acquisition, TWL HOLDINGS CORP., a Delaware corporation (“TWL”) and LONG’S DRUGS INCORPORATED, a Delaware corporation (“Long’s”, and together with TWL and the Initial Borrowers, collectively the “Borrowers” and each individually, a “Borrower”), (iv) the Guarantors from time to time party thereto, (v) the financial institutions party thereto from time to time (the “Lenders”) and (vi) Agent, the Lenders have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has granted, pursuant to an Amended and Restated Guarantee and Collateral Agreement, dated as of the date hereof, by the Grantors and the other Loan Parties in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), a security interest in all of the Grantor’s Collateral (as defined therein) other than Excluded Property (as defined therein); and

WHEREAS, each Grantor is required to execute and deliver this Amended and Restated Trademark Security Agreement in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantors hereby agree with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement or the Credit Agreement as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the ratable benefit of Lenders, and grants to Agent for the ratable benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor, provided that the Trademark Collateral shall not include any Excluded Property (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all registrations and recordings thereof, and all applications in connection therewith;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Amended and Restated Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and the Grantors and Agent hereby acknowledge and agree 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Amended and Restated Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


GRANTORS:

**NS AND ASSOCIATES LLC
AVITA DRUGS, LLC**

By: 
Name: Duane S. Saikami
Title: Chief Operating Officer

ARC CARES, LLC

By: **NS AND ASSOCIATES LLC**, its sole member

By: 
Name: Duane S. Saikami
Title: Chief Operating Officer

ACCEPTED AND AGREED
as of the date first written above:


MADISON CAPITAL FUNDING LLC,
as Agent

By: Rebecca Shaoul
Name: Rebecca Shaoul
Title: Director

SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Trademark	Serial. No.	Reg. No.
Avita Drugs, LLC	AVITA	86319680	4711126
Avita Drugs, LLC	AVITA DRUGS	85347225	4130935
Avita Drugs, LLC		86319757	4711127
Avita Drugs, LLC		86319860	4711128
Avita Drugs, LLC		86337759	4703145
Avita Drugs, LLC		86337954	4699206
Avita Drugs, LLC	AVITA SPECIALTY PHARMACY	86469193	4798587
Avita Drugs, LLC	AVITACARES	86238593	4698509
Avita Drugs, LLC	AVITARX	86238694	4758449
NS and Associates LLC		8668446	5110656
ARC Cares, LLC		85673419	4530243

Grantor	Trademark	Serial. No.	Reg. No.
ARC Cares, LLC	 The logo for ARC CONSULT features the words "ARC" and "CONSULT" in a bold, sans-serif font. "ARC" is positioned above "CONSULT". The text is centered within a circular arrangement of small, dark dots that form a ring around the text.	87601845	5788507