

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549805

|  |   |                                     |                         |
|--|---|-------------------------------------|-------------------------|
| <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>      |
| THE BARTELL DRUG COMPANY   |   | 11/07/2019                          | Corporation: WASHINGTON |
| <b>RECEIVING PARTY DATA</b>  |   |                                     |                         |
| <b>Name:</b>   | KEYBANK NATIONAL ASSOCIATION                |                                     |                         |
| <b>Street Address:</b>   | 127 Public Square                           |                                     |                         |
| <b>City:</b>   | Cleveland                                   |                                     |                         |
| <b>State/Country:</b>  | OHIO  |                                     |                         |
| <b>Postal Code:</b>  | 44114                                       |                                     |                         |
| <b>Entity Type:</b>  | National Banking Association: UNITED STATES |                                     |                         |
| <b>PROPERTY NUMBERS Total: 15</b>  |   |                                     |                         |
| <b>Property Type</b>   | <b>Number</b>                               | <b>Word Mark</b>                    |                         |
| <b>Registration Number:</b>  | 3195683                                     | BARTELL DRUGS                       |                         |
| <b>Registration Number:</b>  | 3191094                                     | BARTELL                             |                         |
| <b>Registration Number:</b>  | 3191093                                     | BARTELL DRUGS                       |                         |
| <b>Registration Number:</b>  | 5318754                                     | B                                   |                         |
| <b>Registration Number:</b>  | 5740266                                     | B                                   |                         |
| <b>Registration Number:</b>  | 4777312                                     | MYAUTOSCRIPT                        |                         |
| <b>Registration Number:</b>  | 4849717                                     | MYRXSYNC                            |                         |
| <b>Registration Number:</b>  | 5079899                                     | NORTHWEST ON TAP                    |                         |
| <b>Registration Number:</b>  | 3095153                                     | WASHINGTON'S OWN DRUGSTORES         |                         |
| <b>Registration Number:</b>  | 4832711                                     | WASHINGTON'S OWN                    |                         |
| <b>Registration Number:</b>  | 4628111                                     | TREATING WASHINGTON WELL SINCE 1890 |                         |
| <b>Registration Number:</b>  | 4679815                                     | EMERALD & SPRUCE                    |                         |
| <b>Registration Number:</b>  | 4902397                                     | EMERALD & SPRUCE                    |                         |
| <b>Registration Number:</b>  | 4177104                                     | ROCKHOUND                           |                         |
| <b>Registration Number:</b>  | 3185585                                     | YOUR NEIGHBORHOOD PHARMACY          |                         |
| <b>CORRESPONDENCE DATA</b>   |   |                                     |                         |
| <b>Fax Number:</b>   | 2163485474                                  |                                     |                         |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> |   |                                     |                         |

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

**Phone:** 2163485400  
**Email:** ipmailbox@mcdonaldhopkins.com  
**Correspondent Name:** McDonald Hopkins LLC  
**Address Line 1:** 600 Superior Avenue, East, Suite 2100  
**Address Line 4:** Cleveland, OHIO 44114

|                                |                   |
|--------------------------------|-------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 22795-00235       |
| <b>NAME OF SUBMITTER:</b>      | Kimberly Hefner   |
| <b>SIGNATURE:</b>              | /Kimberly Hefner/ |
| <b>DATE SIGNED:</b>            | 11/18/2019        |

**Total Attachments: 6**  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of November 7, 2019, is made by and between THE BARTELL DRUG COMPANY, a Washington corporation (the "**Grantor**") in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, in its capacity as a lender and the administrative agent for the other lenders (the "**Agent**").

WHEREAS, the Grantor has entered into an Amended and Restated Credit and Security Agreement dated as of November 7, 2019 (as amended, and as may be further amended, restated, supplemented, or modified from time to time, the "**Credit Agreement**"), with the Agent and the other lenders thereto (the "**Lenders**").

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Agent, for the benefit of the itself and the Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used herein but not defined herein shall have the meaning set forth in the Credit Agreement.

2. Grant of Security. The Grantor hereby pledges and grants to the Agent, for the benefit of itself and the Lenders, a security interest in and to all of the right, title, and interest to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 1 hereto, and the unregistered trademarks used by the Grantor, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(c) the copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 1 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Agent.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the IP Collateral are as provided by the Credit Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

**THE BARTELL DRUG COMPANY,**  
a Washington corporation

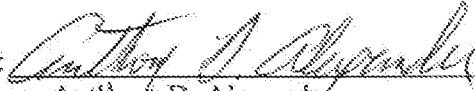
By: 

Name: Kelly Kennedy

Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

KEYBANK NATIONAL ASSOCIATION

By:   
Name: Anthony D. Alexander  
Title: Vice President

Signature Page to Intellectual Property Security Agreement

TRADEMARK  
REEL: 006797 FRAME: 0903

**SCHEDULE 1**

| <b>Company or Subsidiary that is the Owner of the IP</b> | <b>Type of IP</b>          | <b>Description of IP</b>                                     | <b>Identification Number</b> | <b>Filing Date</b> | <b>Application or Registration Number</b> | <b>Jurisdiction in which IP is Registered</b> |
|--|----------------------------|--|------------------------------|--------------------|---|---|
| The Bartell Drug Company                                 | Trademark and Service Mark | BARTELL DRUGS  | 78-527,097                   | 12-3-2004          | 3,195,683                                 | United States                                 |
| The Bartell Drug Company                                 | Trademark and Service Mark | BARTELL  | 78-527,094                   | 12-3-2004          | 3,191,094                                 | United States                                 |
| The Bartell Drug Company                                 | Trademark and Service Mark | BARTELL DRUGS  | 78-527,090                   | 12-3-2004          | 3,1913,093                                | United States                                 |
| The Bartell Drug Company                                 | Trademark                  | Stylized capital letter "B" in rectangular box with a border | 87-316,640                   | 01-27-2017         | 5,318,754                                 | United States                                 |
| The Bartell Drug Company                                 | Service Mark               | Stylized capital letter "B" in rectangular box with a border | 87-316,646                   | 01-27-2017         | 5,740,266                                 | United States                                 |
| The Bartell Drug Company                                 | Service Mark               | MYAUTOSCRIPT   | 86-525,583                   | 2-5-2015           | 4,777,312                                 | United States                                 |
| The Bartell Drug Company                                 | Service Mark               | MYRXSYNC   | 86-525,498                   | 2-5-2015           | 4,849,717                                 | United States                                 |
| The Bartell Drug Company                                 | Service Mark               | NORTHWEST ON TAP   | 86-834,842                   | 11-30-2015         | 5,079,899                                 | United States                                 |

|                          |              |                                     |            |            |           |               |
|--------------------------|--------------|-------------------------------------|------------|------------|-----------|---------------|
| The Bartell Drug Company | Service Mark | WASHINGTON'S OWN DRUGSTORES         | 78-527,095 | 12-3-2004  | 3,095,153 | United States |
| The Bartell Drug Company | Service Mark | WASHINGTON'S OWN                    | 86-213,827 | 3-6-2014   | 4,832,711 | United States |
| The Bartell Drug Company | Service Mark | TREATING WASHINGTON WELL SINCE 1890 | 86-213,826 | 3-6-2014   | 4,628,111 | United States |
| The Bartell Drug Company | Trademark    | EMERALD & SPRUCE                    | 86-127,345 | 11-22-2013 | 4,679,815 | United States |
| The Bartell Drug Company | Service Mark | EMERALD & SPRUCE                    | 86-208-745 | 3-2-2014   | 4,902,397 | United States |
| The Bartell Drug Company | Trademark    | ROCKHOUND                           | 85-413,217 | 9-1-2011   | 4,177,104 | United States |
| The Bartell Drug Company | Service Mark | YOUR NEIGHBORHOOD PHARMACY          | 78-527,096 | 12-3-2004  | 3,185,585 | United States |