

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559806

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dixon-Shane LLC		01/31/2020	Limited Liability Company: KENTUCKY
AvKARE, LLC		01/31/2020	Limited Liability Company: TENNESSEE

## RECEIVING PARTY DATA

<b>Name:</b>	Truist Bank, as administrative agent
<b>Street Address:</b>	303 Peachtree Street, N.E., 25th Floor
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30308
<b>Entity Type:</b>	Banking Corporation: NORTH CAROLINA

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5840335	R&S EOS
Registration Number:	4387430	AVKARE
Registration Number:	3985104	AVKARE
Registration Number:	4495976	AVKARE HEALTHKARE SOLUTIONS FOR TOMORROW
Registration Number:	4387429	AVPAK
Registration Number:	4078268	AV PAK
Registration Number:	4069887	AV PAK
Serial Number:	88468978	WALTZ
Serial Number:	87445385	VALOR
Serial Number:	87440358	UNIFY

## CORRESPONDENCE DATA

Fax Number:

*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.*

Phone: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White &amp; Case LLP

CH \$265.00 5840335

**Address Line 1:** 555 South Flower Street, 2700  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 1135397-0130-S216

**NAME OF SUBMITTER:** Justine Lu

**SIGNATURE:** /Justine Lu/

**DATE SIGNED:** 01/31/2020

**Total Attachments: 6**

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**Trademark Security Agreement**

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2020 (this "Trademark Security Agreement"), is made by DIXON-SHANE LLC, a Kentucky limited liability company, and AvKARE, LLC, a Tennessee limited liability company (each, a "Grantor", and collectively, the "Grantors"), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, RONDO HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), RONDO INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (the "Borrower"), the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of January 31, 2020 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, Holdings, the Borrower and certain of the Borrower's Subsidiaries, including the Grantors, have entered into the Guaranty and Security Agreement, dated as of January 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantors to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

**Section 1 Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**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 of each Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of each such Grantor's right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

- (i) all of each such Grantor's Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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 Guaranty and Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4 Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by each such Grantor in its own name as of the date hereof.

**Section 5 Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**Section 6 Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 7 Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, each 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.

**GRANTORS:**

**DIXON-SHANE LLC**

By: Todd P. Branning  
Name: Todd Branning  
Title: Chief Financial Officer and Treasurer

**AVKARE, LLC**

By: Todd P. Branning  
Name: Todd Branning  
Title: Chief Financial Officer and Treasurer

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**TRUIST BANK**

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

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each 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.

GRANTORS:

DIXON-SHANE LLC

By: \_\_\_\_\_  
Name: Todd Branning  
Title: Chief Financial Officer and Treasurer


AVKARE, LLC

By: \_\_\_\_\_  
Name: Todd Branning  
Title: Chief Financial Officer and Treasurer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By:  \_\_\_\_\_  
Name: Jared Cohen  
Title: Director

## SCHEDULE I

Trademarks

## I. REGISTERED TRADEMARKS

Trademark	Class	Registration / Serial No. and Date	Owner	Status / Next Deadline
R&S EOS	35	5840335 / August 20, 2019	Dixon-Shane LLC	Live
AVKARE	35	4387430 / August 20, 2013	AvKARE, LLC	Live
AVKARE	35	3985104 / June 28, 2011	AvKARE, LLC	Live
AVKARE HEALTHKARE SOLUTIONS FOR TOMORROW	35	4495976 / March 11, 2014	AvKARE, LLC	Live
AVPAK	5	4387429 / August 20, 2013	AvKARE, LLC	Live
AV PAK	5	4078268 / December 27, 2011	AvKARE, LLC	Live
AV PAK	5	4069887 / December 13, 2011	AvKARE, LLC	Live

## II. TRADEMARK APPLICATIONS

Trademark	Class	Registration / Serial No. and Date	Owner	Status / Next Deadline
WALTZ	5	88468978 / June 11, 2019	AvKARE, LLC	Published for opposition on October 8, 2019
VALOR	10	87445385 / May 11, 2017	AvKare, LLC.	Pending

**EXECUTION VERSION**

UNIFY	10	87440358 / May 8, 2017	AvKare, LLC	Pending
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**III. EXCLUSIVE COPYRIGHT LICENSES**

None.