

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM567049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FamilyWize, LLC		03/13/2020	Limited Liability Company: DELAWARE
SingleCare Services LLC		03/13/2020	Limited Liability Company: DELAWARE
RxSense LLC		03/13/2020	Limited Liability Company: DELAWARE
RxSense Holdings LLC		03/13/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5380432	THE SMART WAY TO SAVE ON PRESCRIPTIONS.	
Registration Number:	4870131	FAMILYWIZE	
Registration Number:	4954138	LIVE HEALTHY. LIVE SMART.	
Registration Number:	4790557		
Registration Number:	4737977	LIVE HEALTHY. LIVE SMART	
Registration Number:	4587511	BE WIZE	
Registration Number:	4587512	BE WIZE. BE HEALTHY.	
Registration Number:	4431820	WIZE UP	
Registration Number:	3301401	FAMILYWIZE	
Registration Number:	4850499		
Registration Number:	4850500		
Registration Number:	4850503	SINGLECARE	
Registration Number:	4850501	SINGLECARE	
Registration Number:	4850497	SINGLECARE	
TRADEMARK			

CH \$490.00 5380432

Property Type	Number	Word Mark
Registration Number:	5576989	SINGLECARERX
Registration Number:	4204558	RXSENSE
Registration Number:	5928897	RXIQ
Serial Number:	88594176	RXAGILE
Serial Number:	88614089	

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: 212-819-2655
Email: iprecordations@whitecase.com
Correspondent Name: Peter Giovine/White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1182293-0031-BC15
NAME OF SUBMITTER:	Peter Giovine
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	03/13/2020

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 13, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Antares Capital LP, as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement referred to therein.

WHEREAS, RxSense Holdings LLC, a Delaware limited liability company (the “Borrower”), RxSense Investments LLC, a Delaware limited liability company (“Holdings”), Antares Capital LP, as Administrative Agent and Collateral Agent, each other L/C Issuer and each Lender from time to time party thereto have entered into the Credit Agreement, dated as of March 13, 2020 (the “Closing Date”) (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”), in each case, other than Excluded Property:

- (a) all Trademarks, including the registered and pending Trademarks in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property);
- (b) all Proceeds and products of the foregoing; and

- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same (in the case of Trademarks).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif” files) shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, mutatis mutandis.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions


the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Conflicts; Acceptable Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of any Acceptable Intercreditor Agreement. In the event of any conflict between the terms of any Acceptable Intercreditor Agreement and this Trademark Security Agreement, the terms of such Acceptable Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

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

FAMILYWIZE, LLC
SINGLECARE SERVICES LLC
RXSENSE LLC
RXSENSE HOLDINGS LLC,
each, a Grantor

By: 
Name: Richard A. Bates
Title: President and Chief Executive Officer

ANTARES CAPITAL LP,
as Collateral Agent

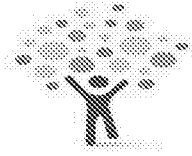


By: Devasena Vallabhaneni
Name: Devasena Vallabhaneni
Title: Duly Authorized Signatory

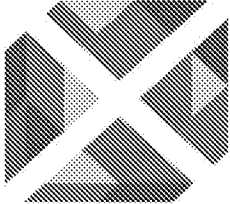
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006891 FRAME: 0329

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. (or Application No.)
FamilyWize, LLC f/k/a FamilyWize Community Service Partnership, Inc.	THE SMART WAY TO SAVE ON PRESCRIPTIONS	5380432
FamilyWize, LLC f/k/a FamilyWize Community Service Partnership, Inc.	FAMILYWIZE	4870131
FamilyWize, LLC f/k/a FamilyWize Community Service Partnership, Inc.	LIVE HEALTHY. LIVE SMART.	4954138
FamilyWize, LLC f/k/a FamilyWize Community Service Partnership, Inc.	DESIGN ONLY 	4790557
FamilyWize, LLC f/k/a FamilyWize Community Service Partnership, Inc.	LIVE HEALTHY. LIVE SMART	4737977
FamilyWize, LLC f/k/a FamilyWize Community Service Partnership, Inc.	BE WIZE	4587511
FamilyWize, LLC f/k/a FamilyWize Community Service Partnership, Inc.	BE WIZE. BE HEALTHY	4587512
FamilyWize, LLC f/k/a FamilyWize Community Service Partnership, Inc.	WIZE UP	4431820
FamilyWize, LLC f/k/a FamilyWize Community Service Partnership, Inc.	FAMILYWIZE	3301401
SingleCare Services LLC	Design Only 	4850499
SingleCare Services LLC	Design Only 	4850500
SingleCare Services LLC	SINGLECARE	4850503
SingleCare Services LLC	SINGLECARE	4850501
SingleCare Services LLC	SINGLECARE	4850497
SingleCare Services LLC	SINGLECAREREX	5576989

RxSense LLC	RXSENSE	4204558
RxSense LLC	RXAGILE	88594176 (Application No.)
RxSense LLC	RXIQ	5928897
RxSense Holdings LLC	DESIGN ONLY 	88614089 (Application No.)