

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569937

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMITH TECHNOLOGIES, LLC		04/01/2020	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLAND BRANCH, AS COLLATERAL AGENT		
Street Address:	11 MADISON AVE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	1271551	QS/1	
Registration Number:	1509221	HEALTH-MINDER	
Registration Number:	1534097	SIZZLE	
Registration Number:	1551305	ADOPT	
Registration Number:	1695792	COMPUTE-RX	
Registration Number:	2390255	PRIMECARE	
Registration Number:	2404561	SYSTEMONE	
Registration Number:	2404562	RXCARE	
Registration Number:	2652114	CRX	
Registration Number:	2816233	FAMILYCARE	
Registration Number:	2853798	NRX	
Registration Number:	2873287	CORNERDRUGSTORE.COM	
Registration Number:	2873291	CORNERDRUGSTORE.COM	
Registration Number:	2873292	CORNERDRUGSTORE	
Registration Number:	3777357	WEBCONNECT	
Registration Number:	3798891	NRX	
Registration Number:	3974310	PAYSENTRY	
Registration Number:	3979783	RXBILLING	

CH \$1090.00 1271551

Property Type	Number	Word Mark
Registration Number:	4077766	INSTANTFILL
Registration Number:	4188300	RETRIEVERX
Registration Number:	4208115	REMOTE CHECKOUT
Registration Number:	4713790	ESIGCAP
Registration Number:	4713959	SHARPRX
Registration Number:	5016751	
Registration Number:	5076495	MOBILERX
Registration Number:	5087893	QS/1 DELIVERYRX
Registration Number:	5088622	SHIPRX
Registration Number:	5147839	
Registration Number:	5224935	DELIVERYTRACK
Registration Number:	5320199	QDM
Registration Number:	5424443	SHARPLTC
Registration Number:	5425843	DOCUTRACK
Registration Number:	5425844	DOCUTRACK
Registration Number:	5516473	LOGIX
Registration Number:	5530281	MEVESI
Registration Number:	5809766	INTEGRA
Registration Number:	5809767	INTEGRA
Registration Number:	5823575	SMITH TECHNOLOGIES
Registration Number:	5859268	POWERLINE
Registration Number:	5864193	PUBLIQ
Registration Number:	5864225	PUBLIQ SOFTWARE
Serial Number:	88132895	POWERLINE
Serial Number:	88698473	MEVESI INTELLIGENT ANALYTICS

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8208

Email: alana.hernandez@katten.com

Correspondent Name: ALANA HERNANDEZ C/O KATTEN

Address Line 1: 525 W. MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER: ALANA HERNANDEZ

SIGNATURE: /ALANA HERNANDEZ/

DATE SIGNED: 04/01/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

WHEREAS, SMITH TECHNOLOGIES, LLC, a South Carolina limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of April 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and **Credit Suisse AG, Cayman Islands Branch**, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”), pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers, whether registered or unregistered, and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto), all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all Proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict or is inconsistent with the Security Agreement, the provisions of the Security Agreement shall govern and control.

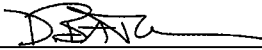
THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow.]

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

SMITH TECHNOLOGIES, LLC,
a South Carolina limited liability company

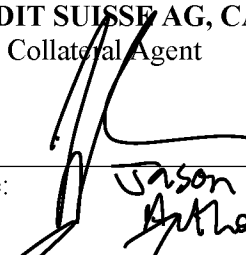
By: 
Name: David B. Thomasson
Title: Chief Financial Officer

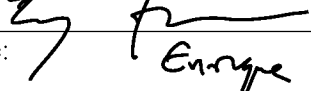
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006904 FRAME: 0586

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Collateral Agent

By: 
Name: Jason Rudelkman
Title: Authorized Signatory

By: 
Name: Enrique Pbro Ruiz
Title: Authorized Signatory



[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Smith Technologies, LLC	QS/1	1271551	3/27/1984
Smith Technologies, LLC	HEALTH-MINDER	1509221	10/18/1988
Smith Technologies, LLC	SIZZLE	1534097	4/11/1989
Smith Technologies, LLC	ADOPT	1551305	8/8/1989
Smith Technologies, LLC	COMPUTE-RX	1695792	6/23/1992
Smith Technologies, LLC	PRIMECARE	2390255	9/26/2000
Smith Technologies, LLC	SYSTEMONE	2404561	11/14/2000
Smith Technologies, LLC	RXCARE	2404562	11/14/2000
Smith Technologies, LLC	CRX	2652114	11/19/2002
Smith Technologies, LLC	FAMILY CARE	2816233	2/24/2004
Smith Technologies, LLC	NRX	2853798	6/15/2004
Smith Technologies, LLC	CORNERDRUGSTORE.COM	2873287	8/17/2004
Smith Technologies, LLC	CORNERDRUGSTORE.COM	2873291	8/17/2004
Smith Technologies, LLC	CORNERDRUGSTORE	2873292	8/17/2004
Smith Technologies, LLC	WEBCONNECT	3777357	4/20/2010
Smith Technologies, LLC	NRX	3798891	6/8/2010
Smith Technologies, LLC	PAYSENTRY	3974310	6/7/2011
Smith Technologies, LLC	RXBILLING	3979783	6/14/2011
Smith Technologies, LLC	INSTANTFILL	4077766	12/27/2011
Smith Technologies, LLC	RETRIEVERX	4188300	8/7/2012
Smith Technologies, LLC	REMOTE CHECKOUT	4208115	9/11/2012
Smith Technologies, LLC	ESIGCAP	4713790	3/31/2015
Smith Technologies, LLC	SHARPRX	4713959	3/31/2015

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Smith Technologies, LLC		5016751	8/9/2016
Smith Technologies, LLC	MOBILERX	5076495	11/8/2016
Smith Technologies, LLC	QS/I DELIVERYRX	5087893	11/22/2016
Smith Technologies, LLC	SHIPRX	5088622	11/22/2016
Smith Technologies, LLC		5147839	2/21/2017
Smith Technologies, LLC	DELIVERYTRACK	5224935	6/13/2017
Smith Technologies, LLC	QDM	5320199	10/31/2017
Smith Technologies, LLC	SHARPLTC	5424443	3/13/2018
Smith Technologies, LLC	DOCUTRACK	5425843	3/20/2018
Smith Technologies, LLC	DOCUTRACK (logo)	5425844	3/20/2018
Smith Technologies, LLC	LOGIX	5516473	7/17/2018
Smith Technologies, LLC	MEVESI	5530281	7/31/2018
Smith Technologies, LLC	INTEGRA (word)	5809766	7/23/2019
Smith Technologies, LLC	INTEGRA	5809767	7/23/2019
Smith Technologies, LLC	SMITH TECHNOLOGIES	5823575	7/30/2019
Smith Technologies, LLC	POWERLINE	5859268	9/10/2019
Smith Technologies, LLC	PUBLIQ	5864193	9/17/2019
Smith Technologies, LLC	PUBLIQ SOFTWARE (logo)	5864225	9/17/2019

Trademark Applications:

<u>Trademark Description</u>	<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Smith Technologies, LLC	POWERLINE	88/132895	9/26/2018
Smith Technologies, LLC	MEVESI INTELLIGENT ANALYTICS	88/698473	11/19/2019