

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exact Care Pharmacy, LLC		05/14/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Collateral Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5593955	EXACTCARE	
Registration Number:	4253221	EXACTCARE PHARMACY	
Registration Number:	4234080	EXACTPACK	
Registration Number:	5529243	MYECP	
Serial Number:	88369887	CHRONIC CARE PHARMACY-AT-HOME	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>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.</i>			
Phone:	2129061209		
Email:	jessica.bajada-silva@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP,C/O J. Bajada-Silva		
Address Line 1:	885 Third Ave		
Address Line 4:	New York City, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	050485-0131		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	05/14/2020		

OP \$140.00 5593955

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 14, 2020 (this “**Trademark Security Agreement**”), by BIOPLUS SPECIALTY PHARMACY SERVICES, LLC, a Florida limited liability company (f/k/a BioPlus Specialty Pharmacy Services, Inc.), and EXACT CARE PHARMACY, LLC, an Ohio limited liability company (each, individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement, dated as of May 14, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: (a) the Trademarks of such Grantor listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized thereby, (c) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (d) all rights to sue for past, present and future infringements, dilutions or other violations thereof, and (e) all other rights, priorities, and privileges accruing thereunder or pertaining thereto.

SECTION 3. The 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 Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

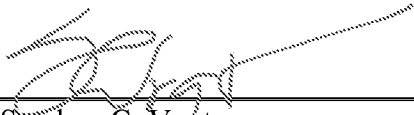
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

**BIOPLUS SPECIALTY PHARMACY
SERVICES, LLC**

By: 
Name: Stephen C. Vogt
Title: President


EXACT CARE PHARMACY, LLC

By: _____
Name: Dale Wollschleger
Title: President, Chief Executive Officer
and Secretary

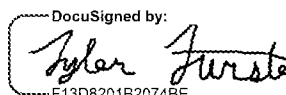
**BIOPLUS SPECIALTY PHARMACY
SERVICES, LLC**

By: _____
Name: Stephen C. Vogt
Title: President

EXACT CARE PHARMACY, LLC

By: 
Name: Dale Wollschleger
Title: President, Chief Executive Officer
and Secretary

CAPITAL ONE, NATIONAL ASSOCIATION,
as the Administrative Agent

DocuSigned by:

F13D8201B2074BE...

By: _____


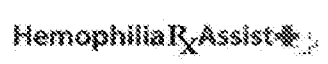

Name: Tyler Furste

Title: Duly Authorized Signatory

Schedule I
Trademark Registrations and Use Applications

Registrations:

Owner	Mark/Name	Registration No.
BIOPLUS SPECIALTY PHARMACY SERVICES, LLC	BIOPLUS	5855314
BIOPLUS SPECIALTY PHARMACY SERVICES, LLC	RXEXPRESS 	5549394
BIOPLUS SPECIALTY PHARMACY SERVICES, LLC	RXCOMMUNICATOR 	5339128
BIOPLUS SPECIALTY PHARMACY SERVICES, LLC	RXCOMMUNICATOR	5339126
BIOPLUS SPECIALTY PHARMACY SERVICES, LLC	WHERE HEALTH AND EDUCATION COME TOGETHER	5114269
BIOPLUS SPECIALTY PHARMACY SERVICES, LLC	BIOPLUS 	5114263
BIOPLUS SPECIALTY PHARMACY SERVICES, LLC	WHERE HEALING BEGINS IN 2 HOURS!	4580213
BIOPLUS SPECIALTY PHARMACY SERVICES, LLC	IRIS INSIGHTS	4751231
BIOPLUS SPECIALTY PHARMACY SERVICES, LLC	2-HOUR PATIENT ACCEPTANCE GUARANTEE 	4631869
BIOPLUS SPECIALTY PHARMACY SERVICES, LLC	RXSTEWARD	4579319
BIOPLUS SPECIALTY PHARMACY SERVICES, LLC	STOP WAITING. START HEALING	4564331
BIOPLUS SPECIALTY PHARMACY SERVICES,	2-HOUR PATIENT ACCEPTANCE	4535111

LLC	GUARANTEE	
BIOPLUS SPECIALTY PHARMACY SERVICES, LLC	TAP APP THERAPY ACCESS PORTAL BY BIOPLUS SPECIALTY PHARMACY BIOPLUS SPECIALTY PHARMACY SPECIAL PHARMACY 	4149511
BIOPLUS SPECIALTY PHARMACY SERVICES, LLC	HEMOPHILIA RX ASSIST 	4413483
BIOPLUS SPECIALTY PHARMACY SERVICES, LLC	SPECIALTY RX ASSIST 	3615982
BIOPLUS SPECIALTY PHARMACY SERVICES, LLC	BIOPLUS	2329227
Exact Care Pharmacy, LLC	EXACTCARE	5593955
Exact Care Pharmacy, LLC	EXACTCARE PHARMACY	4253221
Exact Care Pharmacy, LLC	EXACTPACK	4234080
Exact Care Pharmacy, LLC	MYECP	5529243

Applications:

Owner	Mark/Name	Application No.
Exact Care Pharmacy, LLC	CHRONIC CARE PHARMACY-AT-HOME	88369887