

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONTINUUMRX SERVICES, INC.		07/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 SIX MILE ROAD		
Internal Address:	MC 7578		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4394577	CONTINUUMRX	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	202-776-2046		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	WASHINGTON, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	036703-1683		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	08/18/2020		
Total Attachments: 7			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of July 31, 2020, by and between **COMERICA BANK** (“**Bank**”) and **CONTINUUMRX SERVICES, INC.**, a Delaware corporation (“**Grantor**”) and amends and restates in its entirety, without novation, that certain Intellectual Property Security Agreement dated as of December 24, 2014, as amended from time to time (the “**Original IPSA**”). This Agreement is not a novation. All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

RECITALS

A. CONTINUUMRX OF CENTRAL ALABAMA, LLC (“**Borrower**”) and Bank are parties to that certain Loan and Security Agreement dated as of December 24, 2014, as amended from time to time including by that certain First Amendment to Loan and Security Agreement and Amendment and Affirmation of Guarantees dated as of September 22, 2016, that certain Second Amendment to Loan and Security Agreement dated as of December 30, 2016, that certain Third Amendment to Loan and Security Agreement dated as of April 10, 2017 and that certain Fourth Amendment and Waiver to Loan and Security Agreement dated as of May 16, 2018, that certain Fifth Amendment and Waiver to Loan and Security Agreement dated as of July 17, 2018, and that certain Sixth Amendment and Waiver to Loan and Security Agreement dated as of September 16, 2019 (as the same may from time to time be further amended, modified, supplemented or restated, the “**Original Agreement**”). Bank and Borrower propose to enter into an Amended and Restated Loan and Security Agreement dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement), which amends and restates, in its entirety and without novation, the Original Agreement. Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall guaranty all Obligations and grant to Bank a security interest in all of its assets including certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the guaranty.

B. Pursuant to the terms of that certain Amended and Restated Guaranty dated as of the date hereof by Grantor in favor of Bank (as the same may be amended, modified or supplemented from time to time, the “**Guaranty**”), Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Guarantor Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Guaranty and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Guaranty and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Guaranty. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guaranty and related documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Guaranty, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Guaranty or any of the

other related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1200 Corporate Drive, Suite 200
Birmingham, AL 35242
Attn: Charles A. Jett, Jr.

CONTINUUMRX SERVICES, INC.

By: MS
Name: Charles A. Jett
Title: CEO

BANK:

Address of Bank:

M/C 75782
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as in this first data written above.

GRANTOR:

Address of Grantor:

1200 Corporate Drive, Suite 200
Birmingham, AL 35242
Attn: Charles A. Jeff, Jr.

CONTINUUMRX SERVICES, INC.

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center


COMERICA BANK
By: 
Name: James H. Grant
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
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None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
CONTINUUMRX	4,394,577	09/03/13