

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SpendMend LLC		08/19/2020	Limited Liability Company: MICHIGAN
Turnkey Pharmacy Solutions, LLC		08/19/2020	Limited Liability Company: UTAH
Elevate340B, LLC		08/19/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC		
Street Address:	133 N. Fairfax Street		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5298101	SPENDMEND	
Serial Number:	88345270	TURNKEY PHARMACY SOLUTIONS	
Serial Number:	88345232	TURNKEY	
Serial Number:	88345327	ELEVATE340B	
Serial Number:	88345313	ELEVATE340B	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2028050986		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		

CH \$140.00 5298101

SIGNATURE:	/Gregory Esau/
DATE SIGNED:	08/20/2020
Total Attachments: 3 source=Oxford - SpendMend - Grant of a Security Interest in Trademarks (Executed_8.2020)#page1.tif source=Oxford - SpendMend - Grant of a Security Interest in Trademarks (Executed_8.2020)#page2.tif source=Oxford - SpendMend - Grant of a Security Interest in Trademarks (Executed_8.2020)#page3.tif	

GRANT OF A SECURITY INTEREST – TRADEMARKS

August 19, 2020

WHEREAS, each of (i) SpendMend LLC, a Michigan limited liability company (“*SpendMend*”), (ii) Turnkey Pharmacy Solutions, LLC, a Utah limited liability company (“*Turnkey*”), and (iii) Elevate340B, LLC, a Delaware limited liability company (“*Elevate*” and together with SpendMend and Turnkey, individually and collectively, the “*Grantors*”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered, or applied-for, in the United States Patent and Trademark Office (the “*Trademarks*”);

WHEREAS, the Grantors have entered into that certain Credit, Guaranty and Security Agreement dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Credit Agreement*”; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement), in favor of Oxford Finance LLC, a Delaware limited liability company, as the Agent for the Lenders (in such capacity, together with its successors and assigns, if any, the “*Grantee*”); and

WHEREAS, pursuant to the Credit Agreement, the Grantors have granted to the Grantee a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “*Collateral*”), to secure the performance and prompt payment of all Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Grant of Security Interest and the rights and obligations of the parties hereunder shall, in all respects, be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity, and performance, regardless of the location of the Collateral.

This Grant of Security Interest may be executed in counterparts, each of which constitutes an original, and all of which, taken together, constitute one and the same original, and facsimile or attachment to electronic mail signatures on this Grant of Security Interest shall be deemed to constitute original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors have caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the date first written above.

SPENDMEND LLC

By: Roger Meyer
Name: Roger Meyer
Title: Chief Financial Officer

TURNKEY PHARMACY SOLUTIONS, LLC

By: Roger Meyer
Name: Roger Meyer
Title: Chief Financial Officer

ELEVATE340B, LLC

By: Roger Meyer
Name: Roger Meyer
Title: Chief Financial Officer

[Signature Page to Grant of a Security Interest – Trademarks]

TRADEMARK
REEL: 007029 FRAME: 0539


SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademarks


SpendMend LLC

Owner	Mark	Registration No./ Application No.	Registration Date	Country
SpendMend LLC	SPENDMEND	5298101	9/26/2017	US

Turnkey Pharmacy Solutions, LLC

Owner	Mark	Registration No./ Application No.	Registration Date	Country
Turnkey Pharmacy Solutions, LLC	TURNKEY PHARMACY SOLUTIONS and Design 	88345270	3/18/2019	US
Turnkey Pharmacy Solutions, LLC	TURNKEY	88345232	3/18/2019	US

Elevate340B, LLC

Owner	Mark	Registration No./ Application No.	Registration Date	Country
Elevate340B, LLC	ELEVATE340B and Design 	88345327	3/18/2019	US
Elevate340B, LLC	ELEVATE340B	88345313	3/18/2019	US