

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProPharma Group, LLC		10/15/2020	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC, as Collateral Agent		
Street Address:	11100 Santa Monica Blvd, Suite 2000		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4935966	CMO COMPASS	
Registration Number:	4680004	FOLINIC-PLUS	
CORRESPONDENCE DATA			
Fax Number:	6465584180		
<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:	2124597115		
Email:	TRoot@goodwinlaw.com		
Correspondent Name:	Troy Root		
Address Line 1:	620 8th Avenue		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	125778-312447		
NAME OF SUBMITTER:	Troy Root		
SIGNATURE:	/s/ Troy Root		
DATE SIGNED:	10/20/2020		
Total Attachments: 7			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 15, 2020 (this “**Agreement**”), is made by each of the signatories hereto indicated as a “**Grantor**” (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Crescent Agency Services LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantors entered into a Second Lien Pledge and Security Agreement dated as of October 15, 2020 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Section 2.1 Grant of Security.

Each Grantor hereby grants, transfers, assigns and pledges to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all of the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the Secured Obligations: all United States and non-U.S. trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature (“**Trademarks**”), all registrations and applications for any of the foregoing including, (a) the registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Section 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted and pledged under Section 2.1 hereof attach to (a) any “intent-to-use”

Trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, 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 such intent-to-use Trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law, Etc.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).


SECTION 6. Counterparts

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, but all such counterparts together shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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.

PROPHARMA GROUP HOLDINGS, LLC
THE WEINBERG GROUP, LLC

By: 
Name: Dawn Sherman
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007080 FRAME: 0859

PROPHARMA GROUP, LLC
PROPHARMA MIS HOLDINGS, LLC

By: 

Name: Dawn Sherman

Title: President and Chief Executive Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK

REEL: 007080 FRAME: 0860

Accepted and Agreed:

CRESCENT AGENCY SERVICES LLC, as Collateral Agent

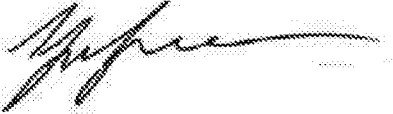
By: Crescent Capital Group LP, its Managing Member



By: _____

Name: Arthur King

Title: Senior Vice President



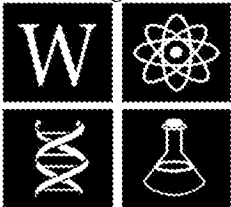
By: _____

Name: Yev Kuznetsov

Title: Managing Director

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner of Record
PROPHARMA	87565861 11-AUG-2017	5522690 24-JUL-2018	ProPharma Group Holdings, LLC
Design Only 	87565885 11-AUG-2017	5602591 06-NOV-2018	ProPharma Group Holdings, LLC
COMPLEX CHALLENGES. EXCEPTIONAL SOLUTIONS.	87565901 11-AUG-2017	5602592 06-NOV-2018	ProPharma Group Holdings, LLC
CMO COMPASS	86681684 02-JUL-2015	4935966 12-APR-2016	ProPharma Group, LLC
SCIENCE MINDS OVER FDA MATTERS	76718050 26-MAY-2015	4934443 12-APR-2016	The Weinberg Group Inc.
PI ARM & Design 	86242552 04-APR-2014	4640635 18-NOV-2014	ProPharma MIS Holdings, LLC
FOLINIC-PLUS	86241717 03-APR-2014	4680004 27-JAN-2015	ProPharma Group, LLC
WEINBERG ON FDA	85494890 14-DEC-2011	4186019 07-AUG-2012	The Weinberg Group Inc.
W & Design 	77430615 25-MAR-2008	3520170 21-OCT-2008	The Weinberg Group Inc.
SCIENCE MINDS OVER BUSINESS MATTERS	76014150 31-MAR-2000	2526848 08-JAN-2002	The Weinberg Group Inc.

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner of Record
THE WEINBERG GROUP	75141815 29-JUL-1996	2077506 08-JUL-1997	The Weinberg Group Inc.

TRADEMARK REGISTRATIONS

None.