

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607713

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
J. KNIPPER AND COMPANY, INC.		11/09/2020	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MADISON CAPITAL FUNDING LLC, AS AGENT		
<b>Street Address:</b>	227 WEST MONROE STREET, SUITE 5400		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3956566	KNIPPER HEALTHCARE MARKETING SOLUTIONS	
<b>Registration Number:</b>	4033172	KNIPPER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	312-577-8574		
<b>Email:</b>	humberto.aquino@katten.com		
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO		
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/		
<b>DATE SIGNED:</b>	11/09/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of November 9, 2020 by J. KNIPPER AND COMPANY, INC., a New Jersey corporation (“Grantor”), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as each term is defined in the Credit Agreement referenced below) (in such capacity, “Grantee”).

### W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 1, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among JKC Buyer, Inc., a Delaware corporation (“Holdings”), Grantor, Knipper Holding, Inc., a New Jersey corporation (“Knipper Holdings”) and KnippeRx Inc., a New Jersey corporation (“KnippeRx”, together with Grantor, Knipper Holdings, and each other Person who executes and delivers a joinder agreement under the Credit Agreement, each a “Borrower” and collectively, the “Borrowers”), Grantee, as Agent, and the Lenders (as defined in the Credit Agreement) from time to time party thereto, Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers.

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of October 1, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by and among the “Grantors” (as defined in the Guarantee and Collateral Agreement) from time to time party thereto and Grantee, Grantor has granted to Grantee, for the ratable benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all of Grantor’s Trademarks (as defined in the Guarantee and Collateral Agreement) and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement (or the Credit Agreement, if applicable). In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule A annexed hereto; and
- (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

**- Remainder of Page Intentionally Left Blank; Signature Page Follows -**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**J. KNIPPER AND COMPANY, INC.,**  
a New Jersey corporation

By FM McNicholas  
Name: Frank McNicholas  
Title: Vice President

Agreed and Accepted  
As of the Date First Written Above:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

DocuSigned by:  
*Curtis Krumreich*  
By: \_\_\_\_\_  
Name: D17F44294DC4D2 Curtis Krumreich  
Title: Vice President

**SCHEDULE A**

**TRADEMARKS**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
KNIPPER HEALTHCARE MARKETING SOLUTIONS (and design)	77929216	2/5/10	3956566	5/10/11
KNIPPER (and design)	77929233	2/5/10	4033172	10/4/11