

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM608556

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pentec Health, Inc.		11/12/2020	Corporation: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	Crestline Direct Finance, L.P.
<b>Street Address:</b>	201 Main Street
<b>Internal Address:</b>	Suite 1900
<b>City:</b>	Fort Worth
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76102
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3729429	PROLETE
Registration Number:	5686509	DILUTE-N-GO
Registration Number:	5704306	DILUTE-N-GO
Registration Number:	5603151	DRUGPLUS
Registration Number:	5039757	PENTEC HEALTH
Registration Number:	6004915	PENTEC HEALTH LARGE ENOUGH TO SERVE SMAL
Registration Number:	5852437	PENTEC HEALTH
Registration Number:	5387243	SNAP-N-GO
Registration Number:	5521195	SNAP-N-GO

## CORRESPONDENCE DATA

Fax Number: 2165790212

*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.*

Phone: 216-586-3939

Email: abryk@jonesday.com, mmisitigh@jonesday.com

Correspondent Name: Amanda B. Bryk

Address Line 1: 901 Lakeside Avenue

Address Line 2: North Point

Address Line 4: Cleveland, OHIO 44114

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Melanie H. Misitigh
<b>SIGNATURE:</b>	/Melanie H. Misitigh/
<b>DATE SIGNED:</b>	11/13/2020
<b>Total Attachments: 6</b> source=Pentec - Trademark Security Agreement#page1.tif source=Pentec - Trademark Security Agreement#page2.tif source=Pentec - Trademark Security Agreement#page3.tif source=Pentec - Trademark Security Agreement#page4.tif source=Pentec - Trademark Security Agreement#page5.tif source=Pentec - Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of November 12, 2020, is made by Pentec Health, Inc., a Pennsylvania corporation ("Grantor"), in favor of **CRESTLINE DIRECT FINANCE, L.P.**, as Administrative Agent for the ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

Grantor has executed and delivered a Security and Pledge Agreement, dated as of November 12, 2020, with and in favor of Agent for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, Proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, none of the Trademark Collateral shall include any Excluded Property (as defined in the Credit Agreement).

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more

fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as a manually executed counterpart of this Agreement.

6. 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.

7. **EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 7 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR ANY OF THE OTHER CREDIT DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

8. Electronic Execution. The words “delivery,” “execute,” “execution,” “signed,” “signature,” and words of like import in any Loan Document or any other document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided, that, notwithstanding anything contained herein to the contrary the Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, upon the

request of the Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**PENTEC HEALTH, INC.**, as Grantor

DocuSigned by:

*Art Rea*

By: \_\_\_\_\_

Name: Arthur Rea, Jr.

Title: Chief Financial Officer

**CRESTLINE DIRECT FINANCE, L.P.,**  
as Administrative Agent

By: Crestline Direct Finance (GP), L.L.C., its  
general partner

By: Crestline Investors, Inc., its manager

DocuSigned by:

*Will Palmer*

By: \_\_\_\_\_  
Name: 238B2E1E11E349C... Will Palmer

Title: Managing Director

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Application No. or Registration No.	Application Date or Registration Date	Status	Jurisdiction
PROLETE	3,729,429	December 22, 2009	Registered	U.S.
DILUTE-N-GO	5,686,509	February 26, 2019	Registered	U.S.
DILUTE-N-GO Logo 	5,704,306	March 19, 2019	Registered	U.S.
DrugPlus	5,603,151	November 6, 2018	Registered	U.S.
PENTEC HEALTH	5,039,757	September 13, 2016	Registered	U.S.
PENTEC HEALTH Large Enough to Serve Small Enough to Care 	6,004,915	March 10, 2020	Registered	U.S.
PENTEC HEALTH & Design 	5,852,437	September 3, 2019	Registered	U.S.
SNAP-N-GO	5,387,243	January 23, 2018	Registered	U.S.
SNAP-N-GO Logo 	5,521,195	July 17, 2018	Registered	U.S.