

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Value Drug Company		12/31/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	1600 Market Street, 9th Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	National Banking Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4282031	VALUE DRUG HUB	
Registration Number:	6070081	CP SPECIALTY PHARMACY SERVICES	
Serial Number:	88480044	VHC NOW	
CORRESPONDENCE DATA			
Fax Number:	4123942555		
<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:	4123947767		
Email:	traip@clarkhill.com		
Correspondent Name:	Paul D. Bangor, Jr., Esquire		
Address Line 1:	301 Grant Street, 14th Floor		
Address Line 2:	One Oxford Centre		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	86437.416027		
NAME OF SUBMITTER:	Paul D. Bangor, Jr.		
SIGNATURE:	/Paul D. Bangor, Jr./		
DATE SIGNED:	12/31/2020		
Total Attachments: 3			
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OP \$90.00 4282031

NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

December 31, 2020

WHEREAS, Value Drug Company, a Pennsylvania corporation (the "Grantor"), has adopted, used and is using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, reference is hereby made to that certain Revolving Credit and Security Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the "Credit and Security Agreement"), by and among the Grantor, Value Specialty Pharmacy, LLC, a Pennsylvania limited liability company ("Value Specialty"), Value Services Company, a Pennsylvania corporation ("Value Services"), Restore RX, Inc., a Tennessee corporation ("Restore") and each Person joined thereto as a borrower from time to time (the Grantor, Value Specialty, Value Services, Restore and such other Persons are collectively, the "Borrowers", and each a "Borrower"), the Lenders (as defined therein) party thereto from time to time and PNC Bank, National Association, as agent for the Lenders (in such capacity, the "Agent"); and

WHEREAS, pursuant to the Credit and Security Agreement, the Grantor has granted to the Agent (for itself and for the benefit of the Lenders), a mortgage on, pledge of and security interest in, all right, title and interest of the Grantor in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "**Trademark Collateral**") to secure the payment and performance of the Obligations (as defined in the Credit and Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor does hereby confirm its grant to the Agent (for itself and for the benefit of the Lenders) of a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent (for itself and for the benefit of the Lenders) with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Agent's address is 1600 Market Street, 9th Floor, Philadelphia, PA 19103.

IN WITNESS WHEREOF, and intending to be legally bound, the Grantor has executed this Notice of Security Interest on the date set forth above.

GRANTOR:

Value Drug Company, a Pennsylvania corporation


By: 

Name: Morgan Williams

Title: Vice President, Finance and Chief
Financial Officer

SCHEDULE A

TRADEMARKS

 The logo for Value Drug Hub features the word "VALUE" in a bold, sans-serif font, followed by "DRUG" in a smaller font, and "HUB" in a large, bold, sans-serif font. A thick black circle is positioned behind the "HUB" text, partially overlapping it.	<p>Word Mark Owner: Value Drug Company Filing Date: May 16, 2012 Serial No.: 85626579 Registration Date: January 29, 2013 Registration No.: 4282031</p>
<p>CP Specialty Pharmacy Services</p>	<p>Service Mark Owner: Value Drug Company Filing Date: July 7, 2018 Serial No. 88026471 Registration Date: June 2, 2020 Registration No.: 6070081</p>
<p>VHC NOW</p>	<p>Word Mark Owner: Value Drug Company Filing Date: June 19, 2019 Serial No.: 88480044</p>