

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POLARIS PHARMACY SERVICES OF PENNSYLVANIA LLC		04/19/2021	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	NBH BANK		
Street Address:	7800 E. Orchard Road, Suite 300		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Chartered Bank: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5455149	PURE [PACK]	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1358842 TM		
NAME OF SUBMITTER:	Karen Carlson		
SIGNATURE:	/Karen Carlson/		
DATE SIGNED:	04/20/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

THIS AGREEMENT ("Agreement"), dated as of April 19, 2021, is made by **POLARIS PHARMACY SERVICES OF PENNSYLVANIA LLC**, a Pennsylvania limited liability company ("Grantor"), in favor of **NBH BANK**, a Colorado state-chartered bank (together with its successors and permitted assigns, "Bank").

PRELIMINARY STATEMENT

WHEREAS, pursuant to the Credit Agreement, dated as of April 19, 2021 (as amended, restated or supplemented from time to time, the "Credit Agreement"), by and among Grantor and Bank, among others, Bank has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to the Credit Agreement pursuant to which Grantor agreed execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to its extensions of credit to Borrower thereunder, Grantor hereby agrees with Bank as follows:

Section 1. Defined Terms. All capitalized terms contained in this Agreement (and which are not otherwise specifically defined herein) shall have the meanings given such terms in the Credit Agreement. All terms contained in this Agreement (and which are not otherwise specifically defined herein or in the Credit Agreement) shall have the meanings provided in the UCC to the extent the same are used or defined therein. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, then such term shall have the meaning specified in Article 9 of the UCC.

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

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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;

provided, however, Trademark Collateral shall exclude any Excluded Property. For purposes of this Agreement, “Excluded Property” means, collectively, (a) any permit or license or any contractual obligation of any Grantor or any Property subject to a Requirement of Law that prohibits or requires the consent of any Person (other than a Grantor or any of its Affiliates) that has not been obtained, but only to the extent and while such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirement of Law and (b) any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed); provided, however, “Excluded Property” shall not include any proceeds, products, substitutions or replacements of Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property).

Section 3. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Credit Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

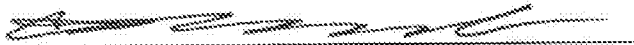
Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Maryland.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**POLARIS PHARMACY SERVICES OF
PENNSYLVANIA LLC**, a Pennsylvania
limited liability company

By: 
Name: David W. Rombro
Title: Manager

[Signature Page 1 of 2 to Trademark Security Agreement]

NBH BANK, a Colorado state-chartered bank

By: 
Name: Jody Hodges
Title: Managing Director

[Signature Page 2 of 2 to Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. “PurePack” Service Mark registered in the name of Seller on 4/24/18 with the United States Patent and Trademark Office as Reg. No.5,455,149.
2. “Johnsonspharmacy.net” registered by Seller, Hostmonster, expires 10/31/23.
3. “Purepackmeds.com” registered by Seller, Godaddy, expires 9/14/21.