

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT RECORDED AT REEL 6932/FRAME 0071		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADISON CAPITAL FUNDING LLC, as Retiring Agent		04/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	APOGEM CAPITAL LLC, as Successor Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88253678	PHARMBLUE	
Serial Number:	88253727	RIGHT-ON-TIME	
Serial Number:	88253963	PHARMBLUE	
Serial Number:	88254276		
Serial Number:	88254302	RXBLUESTARSOLUTIONS	
Serial Number:	88254732	RXBLUESTARSOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	14044435647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser		
Address Line 1:	1230 Peachtree Street, Suite 2100		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	PMQ AT - 2043774.0090		
NAME OF SUBMITTER:	Carol Fraser		

OP \$165.00 88253678

SIGNATURE:	//Carol Fraser//
DATE SIGNED:	05/04/2022
Total Attachments: 6 source=PMQ - Assignment of Intellectual Property Security Agreements#page1.tif source=PMQ - Assignment of Intellectual Property Security Agreements#page2.tif source=PMQ - Assignment of Intellectual Property Security Agreements#page3.tif source=PMQ - Assignment of Intellectual Property Security Agreements#page4.tif source=PMQ - Assignment of Intellectual Property Security Agreements#page5.tif source=PMQ - Assignment of Intellectual Property Security Agreements#page6.tif	

**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of April 1, 2022, is by **MADISON CAPITAL FUNDING LLC** (individually, “**MCF**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **APOGEM CAPITAL LLC**, a Delaware limited liability company, formerly known as New York Life Investments Alternatives LLC (individually, “**Apogem**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, PharmBlue LLC, RX Blue Star Solutions LLC, NS and Associates LLC, Avita Drugs, LLC, ARC Cares, LLC, and 31st & 3rd Pharmacy Inc., collectively, as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto (collectively, the “**IP Collateral**”); and

WHEREAS, pursuant to that certain Omnibus Agency Transfer and Sub-Agent Appointment Agreement by and between MCF, as the Retiring Agent, and the Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements, including, for the avoidance of doubt, its lien on and security interest in the IP Collateral.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

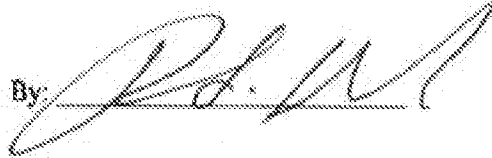
(Remainder of page left intentionally blank; signatures follow.)

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

MADISON CAPITAL FUNDING LLC

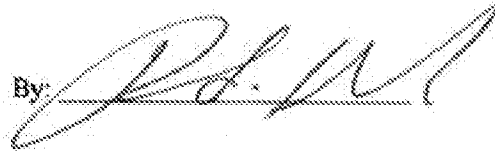
By: Apogem Capital LLC, its manager

By: 

Name: Patrick D. Koehl
Title: Director

SUCCESSOR AGENT:

APOGEM CAPITAL LLC

By: 

Name: Patrick D. Koehl
Title: Director