

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741132

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PantherX Specialty LLC		07/14/2022	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4945110	PANTHERX SPECIALTY PHARMACY	
Registration Number:	6137683	DEFINING RARE	
Registration Number:	5991255	DEFINING RARE PHARMACY.	
Registration Number:	4945115		
Registration Number:	6754652	PANTHERX	
Registration Number:	6137681	PANTHERX RARE	
Registration Number:	4945113	REINVENTING SPECIALTY REVOLUTIONIZING PH	
Registration Number:	6755404	RXARECARE	
Registration Number:	5934184	RXARECARE	
Registration Number:	5056570	THE RARE DISEASE SP	
Registration Number:	5056571	THE RARE DISEASE SPECIALTY PHARMACY	
Serial Number:	97248097	SWFT	
Serial Number:	97248076	SWFT SPECIALTY WORKFLOW TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		

OP \$340.00 4945110

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA
Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 039269-0778

NAME OF SUBMITTER: Jessica Bajada-Silva

SIGNATURE: /s/ Jessica Bajada-Silva

DATE SIGNED: 07/14/2022

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of July 14, 2022 (this "Agreement"), among PANTHERX SPECIALTY LLC (the "Grantor") and BARCLAYS BANK PLC, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of July 14, 2022 (the "Credit Agreement"), among PUMA INTERMEDIATE, LLC, a Delaware limited liability company ("Initial Holdings"), PUMA BUYER, LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto and BARCLAYS BANK PLC, as Administrative Agent and as Collateral Agent and (b) the Second Lien Collateral Agreement dated as of July 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all of its Trademarks and Trademark Licenses set forth on Schedule I attached hereto (the "Trademark Collateral"); provided that "Trademark Collateral" shall not include and the Security Interest shall not attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Collateral Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


SECTION 6. Intercreditor Agreements Govern. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreements shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PANTHERX SPECIALTY LLC, as Grantor

By: 
Name: Robert Snyder
Title: Chief Executive Officer

BARCLAYS BANK PLC, as Collateral Agent

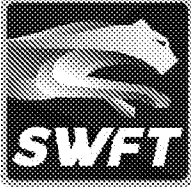


By: 
Name: Evan Moriarty
Title: Vice President

SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT

Schedule I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Reg. Date</u> [<u>App.</u> <u>Date</u>]	<u>Status</u>	<u>Reg. Number</u> [<u>App. No.</u>]	<u>Owned /</u> <u>Licensed</u>
PANTHERX SPECIALTY PHARMACY 	PANTHERX SPECIALTY LLC	April 26, 2016	Registered	4945110	Owned
DEFINING RARE	PANTHERX SPECIALTY LLC	August 25, 2020	Registered	6137683	Owned
DEFINING RARE PHARMACY	PANTHERX SPECIALTY LLC	February 18, 2020	Registered	5991255	Owned
Design Only 	PANTHERX SPECIALTY LLC	April 26, 2016	Registered	4945115	Owned
PANTHERX	PANTHERX SPECIALTY LLC	June 7, 2022	Registered	6754652	Owned
PANTHERX RARE 	PANTHERX SPECIALTY LLC	August 25, 2020	Registered	6137681	Owned
PRX 	PANTHERX SPECIALTY LLC	[July 18, 2019]	Pending ITU	88522586	Owned
REINVENTING SPECIALTY REVOLUTIONIZING PHARMACY REDEFINING CARE	PANTHERX SPECIALTY LLC	April 26, 2016	Registered	4945113	Owned
RXARECARE 	PANTHERX SPECIALTY LLC	June 7, 2022	Registered	6755404	Owned
RXARECARE	PANTHERX	December	Registered	5934184	Owned

	SPECIALTY LLC	10, 2019			
SWFT 	PANTHERX SPECIALTY LLC	February 1, 2022	Pending	97248097	Owned
SWFT SPECIALTY WORKFLOW TECHNOLOGY 	PANTHERX SPECIALTY LLC	February 1, 2022	Pending	97248076	Owned
THE RARE DISEASE SP	PANTHERX SPECIALTY LLC	October 4, 2016	Registered	5056570	Owned
THE RARE DISEASE SPECIALTY PHARMACY 	PANTHERX SPECIALTY LLC	October 4, 2016	Registered	5056571	Owned

TRADEMARK LICENSES

None.