

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM741915

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
PROCARE PHARMACY BENEFIT MANAGER		07/15/2022	Corporation: FLORIDA
BURGESS INFORMATION SYSTEMS, INC.		07/15/2022	Corporation: GEORGIA
PROCARE HOSPICECARE INC.		07/15/2022	Corporation: FLORIDA
RBBS HOLDING COMPANY, INC.		07/15/2022	Corporation: FLORIDA
PROMODRX, LLC		07/15/2022	Limited Liability Company: FLORIDA
HEALTHCARE SPECIALTY TRANSACTION SERVICES, LLC		07/15/2022	Limited Liability Company: GEORGIA
PROCARE PHARMACY CARE, LLC		07/15/2022	Limited Liability Company: FLORIDA
PROCARE RX PR LLC		07/15/2022	Limited Liability Company: PUERTO RICO
MC-21 LLC		07/15/2022	Limited Liability Company: PUERTO RICO
SERVICIOS INTEGRADOS DE SALUD LLC		07/15/2022	Limited Liability Company: PUERTO RICO
MC-21 HEALTHCARE, LLC		07/15/2022	Limited Liability Company: PUERTO RICO
EMPLOYEE HEALTH INSURANCE MANAGEMENT INC.		07/15/2022	Corporation: MICHIGAN
REX CLUB, INC.		07/15/2022	Corporation: MICHIGAN
EMERGE LLC		07/15/2022	Limited Liability Company: MICHIGAN
EMERGERX, INC.		07/15/2022	Corporation: MICHIGAN
RBBS HOLDINGS, LLC		07/15/2022	Limited Liability Company: FLORIDA
PROCARE RX PUERTO RICO, LLC		07/15/2022	Limited Liability Company: FLORIDA
PROCARE PR ACQUISITION COMPANY		07/15/2022	Corporation: FLORIDA

OP \$440.00 77636105

**RECEIVING PARTY DATA**

<b>Name:</b>	FIFTH THIRD BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	3344 PEACHTREE ROAD NE, SUITE 1000
<b>City:</b>	ATLANTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30326
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Serial Number:	77636105	FORMMANAGE TOOL
Serial Number:	77636084	PHARMAUDIT SYSTEM
Serial Number:	77676115	REDRX
Serial Number:	77702777	MC 21
Serial Number:	85121050	PRESCRIPTREND
Serial Number:	85123848	FLEX 90
Serial Number:	85191545	MC21 BENEFIT ONLINE
Serial Number:	87236384	MC21 PBMAPPLICATIONS SUITE
Serial Number:	87236368	MC21 DATAWAREHOUSING& BUSINESS INTELLIGE
Serial Number:	85578730	MC21 MEMBER PORTAL
Serial Number:	86199178	MC21 HRPM
Serial Number:	86199218	MC21 HR PORTAL
Serial Number:	86199128	MC21 PLAN CATALOG
Registration Number:	6194575	EHIM
Registration Number:	2172453	REX CLUB
Registration Number:	6195247	EHIM
Serial Number:	88630578	MC-RX

**CORRESPONDENCE DATA**

**Fax Number:** 4044435599

*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:** 404-443-5647

**Email:** cfraser@mcguirewoods.com

**Correspondent Name:** Carol Fraser, Paralegal

**Address Line 1:** 1230 Peachtree Street, Suite 2100

**Address Line 2:** McGuireWoods LLP

**Address Line 4:** Atlanta, GEORGIA 30309

**ATTORNEY DOCKET NUMBER:** ProCare Rx -4507290.0388

**NAME OF SUBMITTER:** Carol Fraser

<b>SIGNATURE:</b>	//Carol Fraser//
<b>DATE SIGNED:</b>	07/18/2022
<b>Total Attachments: 13</b> source=ProCare - Trademark Security Agreement#page1.tif source=ProCare - Trademark Security Agreement#page2.tif source=ProCare - Trademark Security Agreement#page3.tif source=ProCare - Trademark Security Agreement#page4.tif source=ProCare - Trademark Security Agreement#page5.tif source=ProCare - Trademark Security Agreement#page6.tif source=ProCare - Trademark Security Agreement#page7.tif source=ProCare - Trademark Security Agreement#page8.tif source=ProCare - Trademark Security Agreement#page9.tif source=ProCare - Trademark Security Agreement#page10.tif source=ProCare - Trademark Security Agreement#page11.tif source=ProCare - Trademark Security Agreement#page12.tif source=ProCare - Trademark Security Agreement#page13.tif	

## Trademark Security Agreement

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of July 15, 2022 (this "Security Agreement"), is made by PROCARE PHARMACY BENEFIT MANAGER, INC., a Florida corporation (the "Borrower"), the other "Grantors" identified on the signature pages hereto (together with the Borrower and any other Subsidiary or Affiliate of any of the Loan Parties that becomes a party hereto from time to time after the date hereof, each, a "Grantor" and, collectively, the "Grantors"), in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

**WHEREAS**, the Grantors, the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Term Loan Agreement, dated as of July 15, 2022 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, the Grantors and certain of Grantors' Subsidiaries and Affiliates have entered into the Security Agreement, dated as of July 15, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Security Agreement requires the Grantors to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

**Section 1**      **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Security Agreement.

**Section 2**      **Grant of Security Interest in Trademark Collateral.** The Grantors, 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 of the Grantors, hereby pledge, assign and transfer to the Administrative Agent for the benefit of the Secured Parties, and grant to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

(i)      all of its registered Trademarks and all Trademark Licenses for registered Trademarks providing for the grant by or to the Grantors of any right under any Trademark, including those referred to on Schedule I hereto;

(ii)      all renewals and extensions of the foregoing;

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

(iv)      all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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.

**Section 3**      **Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

**Section 4**      **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

**Section 5**      **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, any Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**Section 6**      **Counterparts.** This Security 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.

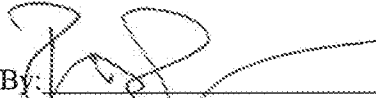
**Section 7**      **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of Georgia.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOWS]

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


**GRANTORS:**

**PROCARE PHARMACY BENEFIT MANAGER, INC.**

By:  (SEAL)


Name: Roger Burgess  
Title: Chairman

**BURGESS INFORMATION SYSTEMS, INC.**

By:  (SEAL)

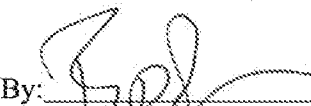
Name: Roger Burgess  
Title: Chairman

**PROCARE HOSPICECARE INC.**

By:  (SEAL)


Name: Roger Burgess  
Title: Chairman

**RBBS HOLDING COMPANY, INC.**

By:  (SEAL)

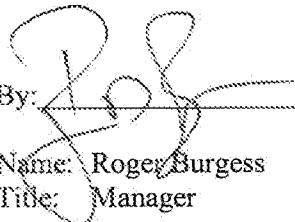
Name: Roger Burgess  
Title: Chairman

**PROMODRX, LLC**

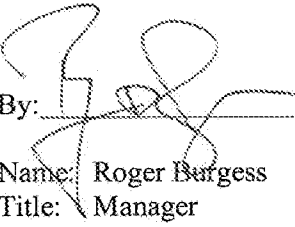
By:  (SEAL)

Name: Roger Burgess  
Title: Manager

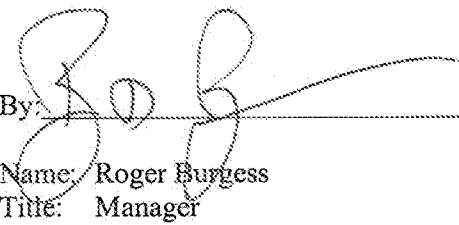
**HEALTHCARE SPECIALTY TRANSACTION SERVICES, LLC**

By:  (SEAL)  
Name: Roger Burgess  
Title: Manager

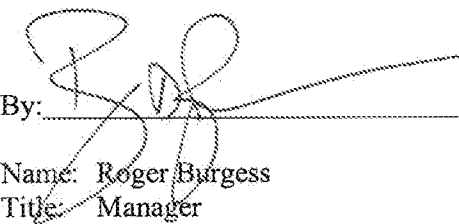
**PROCARE PHARMACY CARE, LLC**

By:  (SEAL)  
Name: Roger Burgess  
Title: Manager

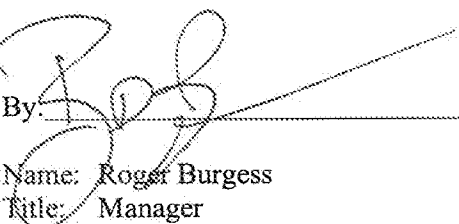
**PROCARE RX PR LLC**

By:  (SEAL)  
Name: Roger Burgess  
Title: Manager


**MC-21 LLC**

By:  (SEAL)  
Name: Roger Burgess  
Title: Manager

**SERVICIOS INTEGRADOS DE SALUD LLC**

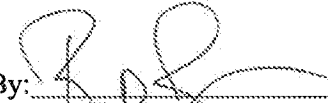
By:  (SEAL)  
Name: Roger Burgess  
Title: Manager

**MC-21 HEALTHCARE, LLC**

By:  (SEAL)


Name: Roger Burgess  
Title: Manager

**EMPLOYEE HEALTH INSURANCE  
MANAGEMENT INC.**

By:  (SEAL)


Name: Roger Burgess  
Title: Chairman

**REX CLUB, INC.**

By:  (SEAL)


Name: Roger Burgess  
Title: Chairman

**EMERGE LLC**

By:  (SEAL)

Name: Roger Burgess  
Title: Manager

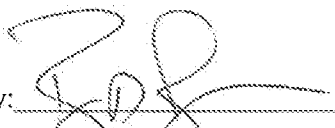
**EMERGERX, INC.**

By:  (SEAL)

Name: Roger Burgess  
Title: Chairman




**RBBS HOLDINGS, LLC**

By:  (SEAL)


Name: Roger Burgess  
Title: Manager

**PROCARE RX PUERTO RICO, LLC**

By:  (SEAL)

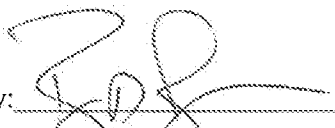
Name: Roger Burgess  
Title: Manager

**PROCARE PR ACQUISITION COMPANY**

By:  (SEAL)


Name: Roger Burgess  
Title: Chairman

**RBBS HOLDINGS, LLC**

By:  (SEAL)


Name: Roger Burgess  
Title: Manager

**PROCARE RX PUERTO RICO, LLC**

By:  (SEAL)

Name: Roger Burgess  
Title: Manager

**PROCARE PR ACQUISITION COMPANY**


By:  (SEAL)

Name: Roger Burgess  
Title: Chairman

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**FIFTH THIRD BANK, NATIONAL ASSOCIATION,  
as Administrative Agent**

 E-SIGNED by Russ Owen

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








Name: Russ Owen








Title: Senior Vice President

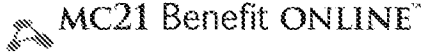

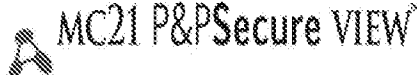





**Schedule 1**

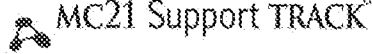

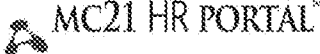

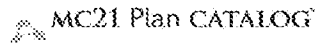



**Trademarks**

**I. REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Class</b>	<b>Filing #</b>	<b>Register #</b>	<b>Ownership</b>
	36	PRTO: 57667	PRTO: 73268	MC-21 LLC
	36	PRTO: 67815  USPTO: 77636105	PRTO: 101294  USPTO: 3854421	MC-21 LLC
	36	PRTO: 217060-36-0  USPTO: 77636084	Pending  USPTO: 3854419	MC-21 LLC
	36	PRTO: 63612  USPTO: 77676115	PRTO: 101411  USPTO: 3848511	MC-21 LLC
	36	PRTO: 66030  USPTO: 77702777	PRTO: 213200  USPTO: 3698440	MC-21 LLC
	36	PRTO: 66029	PRTO: 213201	MC-21 LLC
	36	PRTO: 66028	PRTO: 101783	MC-21 LLC

	42	PRTO: 72832  USPTO: 85121050	PRTO: 201261  USPTO: 4115763	MC-21 LLC
 MC21 RM SYSTEM™	36	PRTO: 80279  USPTO: 85169544	PRTO: 208792  USPTO: 4057519	MC-21 LLC
 MC21 FWA TOOL™	36	PRTO: 73694  USPTO: 85169459	PRTO: 201327  USPTO: 4061404	MC-21 LLC
 MC21 MAList TOOL™	36	PRTO: 73693  USPTO: 85169491	PRTO: 200055  USPTO: 4061405	MC-21 LLC
 MC21 CR SYSTEM™	36	PRTO: 73695  USPTO: 85169523	PRTO: 201328  USPTO: 4061406	MC-21 LLC
 MC21 RB SYSTEM™	36	PRTO: 73696  USPTO: 85169551	PRTO: 201330  USPTO: 4061407	MC-21 LLC
 MC21 PA SYSTEM™	36	PRTO: 73698  USPTO: 85169574	PRTO: 212336  USPTO: 4057520	MC-21 LLC
FLEX 90	35	PRTO: 72142  USPTO: 85123848	PRTO: 211898  USPTO: 4156416	MC-21 LLC

	36	PRTO: 74120  USPTO: 85191545	PRTO: 201400  USPTO: 4143656	MC-21 LLC
	36	PRTO: 79620 (color not claimed)  208896-31-1 (color claimed)  USPTO: 87236384	PRTO: 205259 (color not claimed)  211871 (color claimed)  USPTO: Pending	MC-21 LLC
	36	PRTO: 79619  USPTO: 87236353	PRTO: 203016  USPTO: Pending	MC-21 LLC
	36	PRTO: 79617  USPTO: 87236368	PRTO: 203015  USPTO: Pending	MC-21 LLC
	36	PRTO: 79615  USPTO: 86199380	PRTO: 206089  USPTO: 4609439	MC-21 LLC
	36	PRTO: 79616  USPTO: 86199077	PRTO: 203024  USPTO: 4609427	MC-21 LLC
	36	PRTO: 79622  USPTO: 85578730	PRTO: 206001  USPTO: 4488994	MC-21 LLC
	36	PRTO: 79614  USPTO: 86199350	PRTO: 203881  USPTO: 4609438	MC-21 LLC

	36	PRTO: 79612  USPTO: 86199334	PRTO: 202948  USPTO: 4616908	MC-21 LLC
	36	PRTO: 79603  USPTO: 86199178	PRTO: 213126  USPTO: 4616906	MC-21 LLC
	36	PRTO: 79623  USPTO: 86199218	PRTO: 202947  USPTO: 4609434	MC-21 LLC
	36	PRTO: 79613  USPTO: 86199249	PRTO: 203880  USPTO: 4609436	MC-21 LLC
	36	PRTO: 79620  USPTO: 86199128	PRTO: 205259  USPTO: 4609431	MC-21 LLC
	36		USPTO: 6194575	Employee Health Insurance Management, Inc.
	35		USPTO: 2172453	Rex Club, Inc.
	36		USPTO: 6195247	Employee Health Insurance Management, Inc.
<b>MC-RX</b>	36	USPTO: 88630578	USPTO: 6,046,293	MC-21 Healthcare, LLC

II. TRADEMARK APPLICATIONS

*None.*