

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apotheco, LLC		07/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC, as Administrative and Collateral Agent		
Street Address:	115 South Union Street, Suite 300		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6069317	APOTHECO	
Registration Number:	6197277	ONESTEPRX	
Registration Number:	6255767		
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	949-851-0633		
Email:	sbro@mwe.com, kdelcoure@mwe.com, IPDocketOrangeCounty@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	18565 Jamboree Road, Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	109721.0020		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/sarah e. bro/		
DATE SIGNED:	07/28/2022		

CH \$90.00 6069317

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2022 (this “**Trademark Security Agreement**”), by APOTHECO, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of OXFORD FINANCE LLC, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to such terms in the Security Agreement and the Credit Agreement (as defined in the Security Agreement).

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: the Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

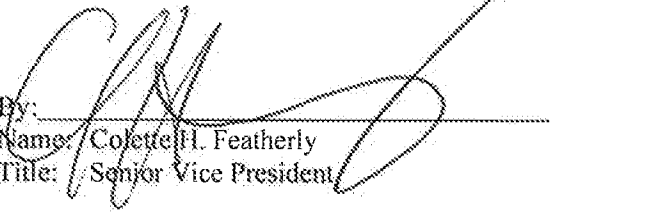
APOTHECO, LLC

By:  _____

Name: Anush Amin

Title: President

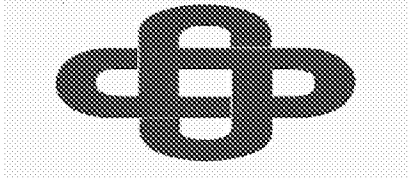
OXFORD FINANCE LLC,
as the Administrative Agent

By: 
Name: Colette H. Featherly
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007805 FRAME: 0418

**SCHEDULE I
TRADEMARKS**

Owner	Mark/Name	Application Date	Registration No	Registration Date
Apotheco, LLC	<p align="center">APOTHECO</p>	11/8/19	6069317	6/2/20
Apotheco, LLC	<p align="center">ONESTEPRX</p>	11/8/19	6197277	11/10/20
Apotheco, LLC	 <p align="center">The mark consists of two interconnected elongated rings</p>	6/22/20	6255767	1/26/21