

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM761274

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALTO PHARMACY HOLDINGS, INC.		10/14/2022	Corporation: DELAWARE
ALTO PHARMACY INVESTMENTS, LLC		10/14/2022	Limited Liability Company: DELAWARE
ALTO PHARMACY LLC		10/14/2022	Limited Liability Company: DELAWARE
CANDID HEALTH INC.		10/14/2022	Corporation: DELAWARE
CONCEPTION PHARMACY, LLC		10/14/2022	Limited Liability Company: DELAWARE
ALTO PHARMACY, LONG ISLAND, LLC		10/14/2022	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OAKTREE FUND ADMINISTRATION, LLC		
<b>Street Address:</b>	333 S. Grand Avenue, 28th Fl.		
<b>Internal Address:</b>	Attn: Oaktree Agency		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6108255	ALTO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122919868		
<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>			
<b>Phone:</b>	(212) 558-4229		
<b>Email:</b>	demarcor@sullcrom.com, nguyenb@sullcrom.com		
<b>Correspondent Name:</b>	Raffaele A. DeMarco		
<b>Address Line 1:</b>	125 Broad Street		
<b>Address Line 2:</b>	Sullivan & Cromwell LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10004-2498		

OP \$40.00 6108255

<b>ATTORNEY DOCKET NUMBER:</b>	025205.00004 (RAD)
<b>NAME OF SUBMITTER:</b>	RAFFAELE A. DEMARCO
<b>SIGNATURE:</b>	/RAFFAELE A. DEMARCO/
<b>DATE SIGNED:</b>	10/14/2022

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 14, 2022 (“*Trademark Security Agreement*”), made by each of the signatories hereto (the “*Trademark Grantors*”), is in favor of Oaktree Fund Administration, LLC, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

### W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as October 14, 2022 (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 Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a continuing and irrevocable security interest in and to all of the following intellectual property now owned, controlled or at any time hereafter owned, controlled or acquired by such Trademark Grantor or in which such Trademark Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks owned or controlled by such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Trademark Grantor listed on **Schedule 1** attached hereto; provided, that no Lien or security interest is granted hereunder with respect to any United States “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act prior to the filing of an “Amendment to Allege Use” or a “Statement of Use” pursuant to Sections 1(c) or 1(d) of the Lanham Act, solely to the extent that, and only for so long as, the grant of a security interest therein would impair the validity or enforceability of, render void or voidable, or result in the cancellation of, such “intent-to-use” trademark or service mark application under federal law;

(b) to the extent not covered by **clause (a)**, all income, royalties and other payments now or hereafter due and payable with respect to any of the foregoing;

(c) to the extent not covered by **clause (a)**, all goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action for past, present, or future infringement of any such Trademarks or unfair competition regarding the same, including, without limitation, the right to seek and recover any damages in connection therewith.

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 Trademark Grantors hereby acknowledge and affirm 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. 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 govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

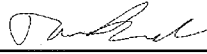
This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

*[Remainder of This Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.


**GRANTORS:**

**ALTO PHARMACY HOLDINGS, INC.**

By:   
Name: James Karraker  
Title: Co-Chief Executive Officer

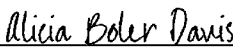
Address: 645 Harrison Street, Suite 200  
San Francisco, CA 94107

**ALTO PHARMACY INVESTMENTS,  
LLC**

By:   
Name: Alicia Boler Davis  
Title: Chief Executive Officer

Address: 645 Harrison Street, Suite 200  
San Francisco, CA 94107

**ALTO PHARMACY LLC**

By:   
Name: Alicia Boler Davis  
Title: Chief Executive Officer

Address: 645 Harrison Street, Suite 200  
San Francisco, CA 94107

**CANDID HEALTH INC.**

By: Mattieu Gamache-Asselin  
Name: Mattieu Gamache-Asselin  
Title: Chief Executive Officer

Address: 645 Harrison Street, Suite 200  
San Francisco, CA 94107

**CONCEPTION PHARMACY, LLC**

By: Alicia Boler Davis  
Name: Alicia Boler Davis  
Title: Chief Executive Officer

Address: 4950 Terminal Street  
Bellaire, TX 77401

**ALTO PHARMACY, LONG ISLAND,  
LLC**

By: Alicia Boler Davis  
Name: Alicia Boler Davis  
Title: Chief Executive Officer

Address: 245 Newtown Road, Suite 300  
Plainview, NY 11803

Accepted and Agreed:

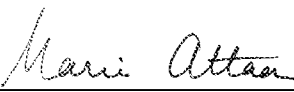
**OAKTREE FUND ADMINISTRATION, LLC**, as the Administrative Agent

By: Oaktree Capital Management, L.P., its Managing Member

By  \_\_\_\_\_

Name: Jessica Dombroff

Title: Vice President

By  \_\_\_\_\_

Name: Maria Attaar

Title: Vice President

Address:

Oaktree Fund Administration, LLC

333 S. Grand Avenue, 28<sup>th</sup> Fl.

Los Angeles, CA 90071

Attn: Oaktree Agency

Email: [Oaktreeagency@alterdomus.com](mailto:Oaktreeagency@alterdomus.com)

[Signature Page – Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007868 FRAME: 0597**

**TRADEMARKS**

Trademark Registrations and Applications

<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Owner</b>
ALTO	6108255 (87484400)	July 21, 2020 (June 12, 2017)	Alto Pharmacy LLC