

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM790823

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Maxor National Pharmacy Services, LLC		03/01/2023	Limited Liability Company: TEXAS
340Beyond, LLC		03/01/2023	Limited Liability Company: DELAWARE
Gateway Health Partners Inc.		03/01/2023	Corporation: DELAWARE
Pharmaceutical Specialties, LLC		03/01/2023	Limited Liability Company: GEORGIA
MaxorPlus, Ltd.		03/01/2023	Limited Partnership: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	MIDCAP FINANCIAL TRUST, in its capacity as the Administrative Agent
<b>Street Address:</b>	7255 WOODDMONT AVENUE
<b>Internal Address:</b>	C/O MIDCAP FINANCIAL SERVICES, LLC
<b>City:</b>	BETHESDA
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE

## PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	6875308	MAXOR 340B
Registration Number:	4135882	340BEYOND
Registration Number:	6197109	MAXOR SPECIALTY PHARMACY
Registration Number:	6038647	MAXOR
Registration Number:	6038648	MAXOR+
Registration Number:	5026989	MAXRX
Registration Number:	4841468	PICKPOINT
Registration Number:	4317891	MAXORXPRESS
Registration Number:	3626926	COMMUNITY HEALTH PHARMACY
Registration Number:	3537581	MAXOR CLINICAL TRACKS
Registration Number:	3044407	MAXOR
Registration Number:	2845026	IV SOLUTIONS

TRADEMARK

REEL: 007988 FRAME: 0729

900754081

CH \$815.00 6875308

Property Type	Number	Word Mark
Registration Number:	2866788	IV SOLUTIONS HOME INFUSION INJECTABLES S
Registration Number:	2111958	MAXORPLUS
Registration Number:	1927951	MAXOR PHARMACIES
Registration Number:	6250119	RESPONSIVERX
Registration Number:	6816436	VANICREAM
Registration Number:	6744054	VANICREAM
Registration Number:	5998265	THE MOST IMPORTANT INGREDIENT IS TRUST
Registration Number:	5141777	VANICREAM
Registration Number:	4716541	ROBATHOL
Registration Number:	5142195	Z-BAR
Registration Number:	2413007	VANICREAM
Registration Number:	2348326	PSI
Registration Number:	2194284	VANICREAM
Registration Number:	2058537	FREE & CLEAR
Registration Number:	1879455	VANICREAM
Registration Number:	1854992	CAREPOINT
Registration Number:	2470799	CAREPOINT
Serial Number:	97490186	
Serial Number:	97215557	CAREPOINT
Serial Number:	97215486	CAREPOINT

#### CORRESPONDENCE DATA

Fax Number: 6175269899

*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: 617.526.9654

Email: ypan@proskauer.com

Correspondent Name: Andrew DeFalco

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	11964.504
NAME OF SUBMITTER:	Andrew DeFalco
SIGNATURE:	/Andrew DeFalco/
DATE SIGNED:	03/01/2023

#### Total Attachments: 10

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif  
source=Trademark Security Agreement#page6.tif  
source=Trademark Security Agreement#page7.tif  
source=Trademark Security Agreement#page8.tif  
source=Trademark Security Agreement#page9.tif  
source=Trademark Security Agreement#page10.tif

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of March 1, 2023, by among each entity listed on Annex 1 attached hereto (each “**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as the Administrative Agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit and Guaranty Agreement, dated as of March 1, 2023 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among MAXOR BUYER, INC., a Delaware corporation (prior to the Closing Date Merger and Assumption, “**Maxor Sub**” or the “**Initial Borrower**”), MAXOR HOLDINGS, INC., a Delaware corporation (the “**Company**” and, immediately following the Closing Date Merger and Assumption, “**Holdings**”), MAXOR ACQUISITION, INC., a Delaware corporation (“**Maxor**” and, immediately following the consummation of the Closing Date Assumption, a Borrower), each Additional Borrower from time to time party thereto, the other Subsidiaries of Holdings from time to time party thereto, as Guarantors, the financial institutions from time to time party thereto, as Lenders, and the Administrative Agent, the Lenders have agreed to make Loans (as defined therein) to the Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein; and

**WHEREAS**, the Lenders are willing to make Loans to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties (as in the Credit Agreement), that certain Security and Pledge Agreement, dated as of March 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

**WHEREAS**, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien (subject to Permitted Liens) on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of each Grantor’s U.S. Trademark registrations and Trademark applications, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

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

(d) all products and proceeds of the foregoing, including any claim by each Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor and the other Credit Parties, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by each Grantor, or any of the other Credit Parties, to the Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Grantor or any other Credit Party.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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, and to the extent a conflict exists, the terms of the Security Agreement control.

5. **AUTHORIZATION TO SUPPLEMENT.** Each Grantor hereby authorizes the Administrative Agent unilaterally (but Administrative Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of such Grantor, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1.

6. **SUCCESSORS IN INTEREST.** This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall insure, together with the rights and remedies of the Administrative Agent and the other Secured Parties hereunder, to the benefit of the Administrative Agent and the other Secured Parties and their successors and assigns.

7. **COUNTERPARTS; INTEGRATION.** This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery

of a manually executed counterpart hereof or thereof. The words "execution," "signed," "signature," and words of like import in this Agreement and the other Financing Documents shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic Transactions Act.

8. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Financing Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Financing Document refer to this Trademark Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Financing Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Financing Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Financing Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. **GOVERNING LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

10. **TERMINATION; RELEASE.** Upon the termination or expiration of the Security Agreement (or earlier date upon the release of each Grantor or Trademark Collateral in accordance with the Financing Documents), security interests granted herein shall automatically terminate with respect to all Trademark Collateral without further action by any party. Upon the occurrence of the Termination Date (or earlier date upon the release of each Grantor or Trademark Collateral in accordance with the Financing Documents), the Administrative Agent shall, at such Grantor's sole expense, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the Trademark Collateral and any other such documents as such Grantor shall reasonably request to evidence such termination.

11. **MISCELLANEOUS.** The terms and provisions of Sections 11 (*Continuing Agreement*), 14 (*Notices*), 18 (*Severability*), 12 (*Amendments; Waivers; Modifications*), 16 (*Headings*), 17 (*SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL*), 27 (*Enforcement, Expenses and Indemnity*), and 28 (*No Strict Construction*) of the Security Agreement are hereby incorporated herein by reference and shall apply to this Supplement, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms.

12. FINANCING DOCUMENT. This Trademark Security Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

**ANNEX 1**

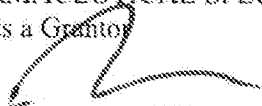
1. Maxor National Pharmacy Services, LLC, a Texas limited liability company
2. 340Beyond, LLC, a Delaware limited liability company
3. Gateway Health Partners Inc., a Delaware corporation
4. Pharmaceutical Specialties, LLC, a Georgia limited liability company
5. MaxorPlus, Ltd., a Texas limited partnership



IN WITNESS WHEREOF, each 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.

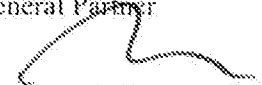
GRANTOR:

MAXOR NATIONAL PHARMACY SERVICES,  
LLC  
340BEYOND, LLC  
GATEWAY HEALTH PARTNERS INC.  
PHARMACEUTICAL SPECIALTIES, LLC,  
each as a Grantor

By:   
Name: David Wheeler  
Title: Chief Financial Officer

MAXORPLUS, LTD.,  
as a Grantor

By: MNPS, LLC  
Its: General Partner

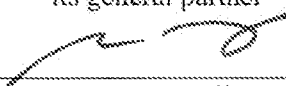
By:   
Name: David Wheeler  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED:

**MIDCAP FINANCIAL TRUST,**  
as the Administrative Agent


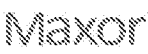
By: Apollo Capital Management, L.P.,  
its investment manager


By: Apollo Capital Management GP, LLC,  
its general partner

By:   
Name: Maurice Ansellem  
Title: Authorized Signatory

**SCHEDULE 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**


**REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>App. No./Date</b>	<b>Reg. No./Date</b>	<b>Status</b>	<b>Owner of Record</b>
MAXOR 340B	USA	90702696 11-MAY-2021	6875308 18-OCT-2022	Registered	340BEYOND, LLC
340BEYOND	USA	77846509 12-OCT-2009	4135882 01-MAY-2012	Registered	340BEYOND, LLC
MAXOR SPECIALTY PHARMACY  	USA	88832307 12-MAR-2020	6197109 10-NOV-2020	Registered	MAXOR NATIONAL PHARMACY SERVICES, LLC
MAXOR 	USA	88435112 17-MAY-2019	6038647 21-APR-2020	Registered	MAXOR NATIONAL PHARMACY SERVICES, LLC
MAXOR+ 	USA	88435182 17-MAY-2019	6038648 21-APR-2020	Registered	MAXOR NATIONAL PHARMACY SERVICES, LLC
MAXRX	USA	86876461 15-JAN-2016	5026989 23-AUG-2016	Registered	MAXOR NATIONAL PHARMACY SERVICES, LLC
PICKPOINT	USA	86592516 09-APR-2015	4841468 27-OCT-2015	Registered	MAXOR NATIONAL PHARMACY SERVICES, LLC
MAXORXPRESS	USA	85387386 02-AUG-2011	4317891 09-APR-2013	Registered	MAXOR NATIONAL PHARMACY SERVICES, LLC
COMMUNITY HEALTH PHARMACY	USA	77615616 17-NOV-2008	3626926 26-MAY-2009	Registered	MAXOR NATIONAL PHARMACY SERVICES, LLC
MAXOR CLINICAL TRACKS	USA	77035578 02-NOV-2006	3537581 25-NOV-2008	Registered	MAXOR NATIONAL PHARMACY SERVICES, LLC
MAXOR	USA	78316262 21-OCT-2003	3044407 17-JAN-2006	Registered	MAXOR NATIONAL PHARMACY SERVICES, LLC

Mark	Jurisdiction	App. No./Date	Reg. No./Date	Status	Owner of Record
IV SOLUTIONS	USA	78269674 02-JUL-2003	2845026 25-MAY-2004	Registered	MAXOR NATIONAL PHARMACY SERVICES, LLC
IV SOLUTIONS HOME INFUSION INJECTABLES SPECIALTY PRODUCTS	USA	78269676 02-JUL-2003	2866788 27-JUL-2004	Registered	MAXOR NATIONAL PHARMACY SERVICES, LLC
MAXORPLUS	USA	75151881 19-AUG-1996	2111958 11-NOV-1997	Registered	MAXOR NATIONAL PHARMACY SERVICES, LLC
MAXOR PHARMACIES	USA	74585022 12-OCT-1994	1927951 17-OCT-1995	Registered	MAXOR NATIONAL PHARMACY SERVICES, LLC
RESPONSIVERX	USA	90013456 22-JUN-2020	6250119 19-JAN-2021	Registered	MAXORPLUS, LTD
VANICREAM	USA	90726756 21-MAY-2021	6816436 09-AUG-2022	Registered	Pharmaceutical Specialties, Inc.
VANICREAM	USA	90726797 21-MAY-2021	6744054 31-MAY-2022	Registered	Pharmaceutical Specialties, Inc.
THE MOST IMPORTANT INGREDIENT IS TRUST	USA	88279072 28-JAN-2019	5998265 25-FEB-2020	Registered	Pharmaceutical Specialties, Inc.
VANICREAM	USA	87101325 12-JUL-2016	5141777 14-FEB-2017	Registered	Pharmaceutical Specialties, Inc.
ROBATHOL	USA	86440009 30-OCT-2014	4716541 07-APR-2015	Registered	Pharmaceutical Specialties, Inc.
Z-BAR	USA	86374345 22-AUG-2014	5142195 14-FEB-2017	Registered	Pharmaceutical Specialties, Inc.
VANICREAM	USA	75607162 17-DEC-1998	2413007 12-DEC-2000	Registered	Pharmaceutical Specialties, Inc.
PSI 	USA	75607277 17-DEC-1998	2348326 09-MAY-2000	Registered	Pharmaceutical Specialties, Inc.
VANICREAM	USA	75260408 19-MAR-1997	2194284 06-OCT-1998	Registered	Pharmaceutical Specialties, Inc.

Mark	Jurisdiction	App. No./Date	Reg. No./Date	Status	Owner of Record
FREE & CLEAR	USA	74492145 18-FEB-1994	2058537 06-MAY-1997	Registered	Pharmaceutical Specialties, Inc.
VANICREAM	USA	74462453 23-NOV-1993	1879455 21-FEB-1995	Registered	Pharmaceutical Specialties, Inc.
CAREPOINT	USA	74445917 12-OCT-1993	1854992 20-SEPT-1994	Registered	Maxor National Pharmacy Services, LLC
CAREPOINT	USA	75330501 25-JULY-1997	2470799 24-JULY-2001	Registered	Maxor National Pharmacy Services, LLC

**TRADEMARK APPLICATIONS**

Mark	Jurisdiction	App. No./Date	Reg. No./Date	Status	Owner of Record
Design Only 	USA	97490186 06-JUL-2022	--	Pending	GATEWAY HEALTH PARTNERS, INC.
CAREPOINT	USA	97215557 12-JAN-2022	--	Pending	Maxor National Pharmacy Services, LLC
CAREPOINT	USA	97215486 12-JAN-2022	--	Pending	Maxor National Pharmacy Services, LLC