

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POLARIS PHARMACY SERVICES, LLC		11/21/2023	Limited Liability Company: FLORIDA
POLARIS SPECIALTY PHARMACY, LLC		11/21/2023	Limited Liability Company: CALIFORNIA
POLARIS PHARMACY SERVICES OF PENNSYLVANIA, LLC		11/21/2023	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 W. Washington St.		
Internal Address:	9th Floor ATTN: Legal Department - Agency, Emily Ergang		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5938954	POLARIS ACADEMY	
Registration Number:	5785086	POLARISTOGO	
Registration Number:	5785085	POLARISDIRECT	
Registration Number:	5785083	POLARISCONNECT	
Registration Number:	5785082	POLARIS RX	
Registration Number:	5665478	POLARIS PHARMACY SERVICES	
Registration Number:	6132293	PREMIER PHARMACY SERVICES	
Registration Number:	5455149	PURE [PACK]	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	jmull@stblaw.com		

CH \$215.00 5938954

Correspondent Name: Courtney Welshimer
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 004107/0060

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 11/21/2023

Total Attachments: 5

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GRANT OF A SECURITY INTEREST IN TRADEMARKS

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of November 21, 2023, by POLARIS PHARMACY SERVICES, LLC, a Florida limited liability company, POLARIS SPECIALTY PHARMACY, LLC, a California limited liability company and POLARIS PHARMACY SERVICES OF PENNSYLVANIA, LLC, a Pennsylvania limited liability company (together, the “**Grantors**” and each a “**Grantor**”), in favor of ALTER DOMUS (US) LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, the Grantors hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated November 21, 2023 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Section 2. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Section 3. Acknowledgement. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security 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

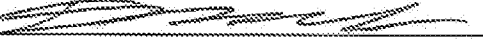
the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 4. Counterparts. This Trademark 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

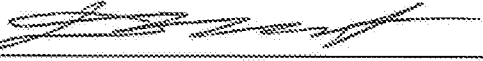
POLARIS PHARMACY SERVICES, LLC,
as a Grantor

By: 

Name: David W. Rombro

Title: Manager

POLARIS PHARMACY SERVICES OF
PENNSYLVANIA LLC,
as a Grantor

By: 

Name: David W. Rombro

Title: Manager

POLARIS SPECIALTY PHARMACY,
LLC, as a Grantor

By: 

Name: David W. Rombro

Title: Manager

[Signature Page to Trademark Security Interest Grant]

TRADEMARK
REEL: 008265 FRAME: 0309

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

<u>Title</u>	<u>Registered Owner</u>	<u>Registration Number</u>
POLARIS ACADEMY	Polaris Pharmacy Services, LLC	5938954
POLARISTOGO	Polaris Pharmacy Services, LLC	5785086
POLARISDIRECT	Polaris Pharmacy Services, LLC	5785085
POLARISCONNECT	Polaris Pharmacy Services, LLC	5785083
POLARIS RX	Polaris Pharmacy Services, LLC	5785082
POLARIS PHARMACY SERVICES	Polaris Pharmacy Services, LLC	5665478
PREMIER PHARMACY SERVICES	Polaris Specialty Pharmacy, LLC	6132293
PURE [PACK]	Polaris Pharmacy Services of Pennsylvania, LLC	5455149