900822036

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM861841

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Outcomes One, Inc.		12/15/2023	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Golub Capital Markets LLC, as Collateral Agent
Street Address:	150 S. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	85684484	A MILLION MORE
Serial Number:	85738106	THE FACE F FACE DIFFERENCE
Serial Number:	85749807	MX
Serial Number:	85570579	OUTCOMESMTM
Serial Number:	87327169	#BEYONDTHEFILL
Serial Number:	87321864	FETCH.
Serial Number:	85715764	AIM
Serial Number:	88174271	SCALAMED
Serial Number:	90171041	TELEPHARM
Serial Number:	90171042	TP TELEPHARM
Serial Number:	76663127	OUTCOMES
Serial Number:	76679510	TIP
Serial Number:	77174852	MIRIXA
Serial Number:	77188949	MIRIXA
Serial Number:	77188961	THE POWER OF PHARMACY
Serial Number:	85018491	0
Serial Number:	77570497	MSCRIPTS
Serial Number:	90837152	OUTCOMES
Serial Number:	97748796	

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Property Type	Number	Word Mark
Serial Number:	90837147	OUTCOMES
Serial Number:	86058732	OUTSCRIPTING

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: jess.bajada-bartlett@lw.com

Correspondent Name: LATHAM & WATKINS C/O J. BAJADA-BARTLETT

Address Line 1: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	053644-0056
NAME OF SUBMITTER:	Jessica Bajada-Bartlett
SIGNATURE:	/s/ Jessica Bajada-Bartlett
DATE SIGNED:	12/18/2023

Total Attachments: 6

source=Rx30 - Trademark Security Agreement [Executed]#page1.tif source=Rx30 - Trademark Security Agreement [Executed]#page2.tif source=Rx30 - Trademark Security Agreement [Executed]#page3.tif source=Rx30 - Trademark Security Agreement [Executed]#page4.tif source=Rx30 - Trademark Security Agreement [Executed]#page5.tif source=Rx30 - Trademark Security Agreement [Executed]#page6.tif

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, OUTCOMES ONE, INC., a Florida corporation (the "Grantor"), hereby grants to GOLUB CAPITAL MARKETS LLC, as Collateral Agent (the "Grantee"), a continuing security interest in all of the Grantor's rights, title and interest in, to and under (i) all Marks (as such term is defined in the Security Agreement referred to below) owned by or exclusively licensed to Grantor, including but not limited to the United States trademarks, trademark registrations, trademark applications and domain names set forth on Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds (as such term is defined in the Security Agreement referred to below) of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement referred to below), including any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Grant") is made to secure the payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of June 15, 2015 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Marks under this Grant shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart. The words "execute", "execution", "signed", "signature" and words of like import in or related to any document to be signed in connection with this Grant and such other US-DOCS\147069887.4

Credit Document shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Grantee, or the keeping of records in electronic form, 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; the Grantee may also require that any such documents and signatures delivered by telecopier or other electronic transmission be confirmed by a manually-signed original thereof; *provided* that, notwithstanding anything contained herein to the contrary, the Grantee is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Grantee pursuant to procedures approved by it.

THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS GRANT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 13.03 OF THE FIRST LIEN CREDIT AGREEMENT. NOTHING IN THIS GRANT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the $15^{\rm th}$ day of December, 2023.

OUTCOMES ONE, INC., as Grantor

By Alfred Farrell

Title: Chief Financial Officer and Treasurer

TRADEMARK

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GOLUB CAPITAL MARKETS LLC, as Collateral Agent and Grantee

By_

Name: Rosert G. Tuchscherer Title: Senior Managing Director

SCHEDULE A MARKS AND APPLICATIONS

•	MARKS A	ND APPLI	CATIONS	•	•
<u>Mark</u>	Status	Country	Registration Number / Application Number	Registration Date / Application Date	Record Owner
A MILLION MORE	Registered	U.S.	4330989/ 85684484	7-MAY- 2013/ 23-JUL-2012	Outcomes One, Inc.
FACE SACE.	Registered	U.S.	4363811/ 85738106	9-JUL-2013/ 25-SEP-2012	Outcomes One, Inc.
	Registered	U.S.	4367358/ 85749807	16-JUL-2013/ 9-OCT-2012	Outcomes One, Inc.
OUTCOMESMTM	Registered	U.S.	4384970/ 85570579	13-AUG- 2013/ 15-MAR- 2012	Outcomes One, Inc.
#BEYONDTHEFILL	Registered	U.S.	5276343/ 87327169	29-AUG- 2017/ 7-FEB-2017	Outcomes One, Inc.
fetch	Registered	U.S.	5294897/ 87321864	26-SEP-2017/ 2-FEB-2017	Outcomes One, Inc.
AIM	Registered	U.S.	4431045/ 85715764	12-NOV- 2013/ 29-AUG- 2012	Outcomes One, Inc.
SCALAMED	Registered	U.S.	5774644/ 88174271	11-JUN- 2019/ 30-OCT-2018	Outcomes One, Inc.
TELEPHARM	Registered	U.S.	6369192/ 90171041	1-JUN-2021/ 10-SEP-2020	Outcomes One, Inc.
TELEPHARM	Registered	U.S.	6369193/ 90171042	1-JUN-2021/ 10-SEP-2020	Outcomes One, Inc.
OUTCOMES	Registered	U.S.	3310339/ 76663127	16-OCT- 2007/ 17-JUL-2006	Outcomes One, Inc.
TIP	Registered	U.S.	3393894/ 76679510	11-MAR- 2008/ 13-JUL-2007	Outcomes One, Inc.

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MIRIXA			3514798/	14-OCT-	Outcomes
	Registered	U.S.	77174852	2008/	One, Inc.
				7-MAY-2007	
M /// * * / /			3523180/	28-OCT-	Outcomes
	D :	TT C	77188949	2008/	One, Inc.
	Registered	U.S.		23-MAY-	
. '''				2007	
THE POWER OF PHARMACY			3523181/	28-OCT-	Outcomes
		TT G	77188961	2008/	One, Inc.
	Registered	U.S.		23-MAY-	
				2007	
			3886101/	7-DEC-2010/	Outcomes
			85018491	20-APR-2010	One, Inc.
	Registered	U.S.			
	riogistorea	0.5.			
MSCRIPTS			4164838/	26-JUN-	Outcomes
	Registered	U.S.	77570497	2012/	One, Inc.
	Tiogistore a	0.5.		15-SEP-2008	
OUTCOMES			90837152	/19-JUL-2021	Outcomes
	Suspended	U.S.			One, Inc.
			97748796	/10-JAN-	Outcomes
				2023	One, Inc.
	Pending	U.S.			
Quitcomoc	G 1 1	TLC	90837147	/19-JUL-2021	Outcomes
Outcomes	Suspended	U.S.			One, Inc.
OUTSCRIPTING			86058732/	9-SEP-2013 /	Outcomes
	Registered	U.S.	4594335	26-AUG-	One, Inc.
				2014	

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RECORDED: 12/18/2023