

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medley Pharmacy Inc.		01/18/2024	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	150 E. 42nd Street, 40th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	98318817	CHOICE RX	
Serial Number:	98318839	CHOICE RX SOLUTIONS	
Serial Number:	98318865	CHOICE SOLUTIONS RX	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	Jade.Tanks@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Matthew T. Callahan		
SIGNATURE:	/Matthew T. Callahan/		
DATE SIGNED:	01/18/2024		
Total Attachments: 7			
source=File Copy Trademark Security Agreement (Wells Fargo OneroRx) (Medley)1#page1.tif			
source=File Copy Trademark Security Agreement (Wells Fargo OneroRx) (Medley)1#page2.tif			
source=File Copy Trademark Security Agreement (Wells Fargo OneroRx) (Medley)1#page3.tif			

OP \$90.00 98318817

source=File Copy Trademark Security Agreement (Wells Fargo OneroRx) (Medley)1#page4.tif

source=File Copy Trademark Security Agreement (Wells Fargo OneroRx) (Medley)1#page5.tif

source=File Copy Trademark Security Agreement (Wells Fargo OneroRx) (Medley)1#page6.tif

source=File Copy Trademark Security Agreement (Wells Fargo OneroRx) (Medley)1#page7.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Medley Pharmacy Inc.

- Individual(s)
- Partnership
- Corporation- State: Missouri
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 01/18/2024

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Street Address: 150 E. 42nd Street, 40th Floor

City: New York

State: NY

Country: USA Zip: 10017

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Matthew T. Callahan, Esq.

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave

City: New York

State: NY Zip: 10169

Phone Number: _____

Docket Number: _____

Email Address: mcallahan@otterbourg.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____ /s/Matthew T. Callahan

01/18/24

Signature

Date

Matthew T. Callahan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 18th day of January, 2024 by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and Wells Fargo Bank, National Association, a national banking association (“Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of November 30, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Lender, Local Health Inc., a Delaware corporation (“Local Health”), Local Health Indiana, Inc., a Delaware corporation (“Local Indiana”), CurativeShop Inc., a Delaware corporation (“CurativeShop”), Local Health Specialty, Inc., a Delaware corporation (“Local Specialty”), Local Health Corp Services, Inc., a Delaware corporation (“Local Corp”), Victory Rx, Inc., an Illinois corporation (“Victory”), Peterson Pharmacy, Inc., a Wisconsin corporation (“Peterson”), GRX Holdings, LLC, an Iowa limited liability company (“GRX”), Medley Pharmacy, Inc., a Missouri corporation (“Medley”), Clio Road Pharmacy, Inc., a Missouri corporation (“Clio”), Local Health Houston, Inc., a Delaware corporation (“Local Houston”), J and M Pharmacy, Inc., an Illinois corporation (“J and M”), Bellicose International, Inc., a Wisconsin corporation (“Bellicose”), Pharma340, LLC, an Iowa corporation (“Pharma340”), Palmco, Inc., a Missouri corporation (“Palmco”), Schott’s Pharmacy, Inc., an Illinois corporation (“Schotts”), Oakland Pharmacy, Inc., an Iowa corporation (“Oakland”), Platz Enterprises, Inc., a Missouri corporation (“Platz”), and Hwang Pharmacy, Inc., an Illinois corporation (“Hwang”), Sinks Pharmacy Select, LLC, a Missouri limited liability company (“Sinks”), Forbes Pharmacy Corp., an Iowa corporation (“Forbes,” and together with Local Health, Local Indiana, CurativeShop, Local Specialty, Local Corp, Victory, Peterson, GRX, Medley, Clio, Local Houston, J and M, Bellicose, Pharma340, Palmco, Oakland, Platz, Hwang, and Sinks, and their respective successors and assigns, and any other Person that becomes a party thereto as a Borrower, individually, each a “Borrower” and collectively, “Borrowers”), OneroRx, Inc., a Delaware corporation (“Parent”), Local Health Wisconsin, Inc., a Delaware corporation (“Local Wisconsin”), Local Health Iowa, Inc., a Delaware corporation (“Local Iowa”), Local Health Missouri, Inc., a Delaware corporation (“Local Missouri”), Local Health Michigan, Inc., a Delaware corporation (“Local Michigan”), and Wood River Pharmacy, Inc., a Wisconsin corporation (“Wood River,” and together with Parent, Local Wisconsin, Local Iowa, Local Missouri and Local Michigan and their respective successors and assigns, and any other Person that becomes a party thereto as a Guarantor, individually, each a “Guarantor” and collectively, “Guarantors”), Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the financial accommodations provided to Borrowers in the Credit Agreement, and the other Loan Documents, Grantors have executed and delivered to Lender the Security Agreement, dated as of November 30, 2023, by and among Grantors and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, 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 Secured Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, Security Agreement shall control.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties

on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


MEDLEY PHARMACY INC.

By: 
Name: Joseph R. Dunbar
Title: CEO

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:


WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: 
Name: Kevin Cumberland
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Medley Pharmacy Inc.	United States	CHOICE RX	US TM Application Serial No.: 98318817	December 18, 2023
Medley Pharmacy Inc.	United States	CHOICE RX SOLUTIONS	US TM Application Serial No: 98318839	December 18, 2023
Medley Pharmacy Inc.	United States		US TM Application Serial No: 98318865	December 18, 2023

Trade Names

Grantor	Trade Name

Common Law Trademarks

Grantor	Common Law Trademark

Trademarks Not Currently In Use

Grantor	Trademark Not Currently In Use

Trademark Licenses

Grantor	Trademark License