

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Interest recorded at Reel 6628/Frame 0840		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		01/31/2024	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Amerita, Inc.		
Street Address:	7307 South Revere Parkway, Suite 200		
City:	Centennial		
State/Country:	COLORADO		
Postal Code:	80112-3931		
Entity Type:	Corporation: DELAWARE		
Name:	Sorkin's RX Ltd.		
Street Address:	1981 Marcus Avenue		
City:	Lake Success		
State/Country:	NEW YORK		
Postal Code:	11042		
Entity Type:	Limited Company: NEW YORK		
Name:	Chem RX Pharmacy Services, LLC		
Street Address:	1901 Campus Place		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40299		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Millennium Pharmacy Systems, LLC		
Street Address:	805 N. Whittington Parkway, Suite 400		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40222		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Pharmerica Corporation		
Street Address:	805 N. Whittington Parkway		
City:	Louisville		

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State/Country:	KENTUCKY
Postal Code:	40222
Entity Type:	Corporation: DELAWARE
Name:	Care First Pharmacy, LLC
Street Address:	8620 Grand Mission Blvd., Suite I
City:	Richmond
State/Country:	TEXAS
Postal Code:	77407
Entity Type:	Limited Liability Company: DELAWARE
Name:	Res-Care, Inc.
Street Address:	805 N. Whittington Parkway
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40222
Entity Type:	Corporation: KENTUCKY
Name:	Rest Assured, LLC
Street Address:	9901 Linn Station Road
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40223
Entity Type:	Limited Liability Company: KENTUCKY
Name:	RWW Home & Community Rehab Services, Inc.
Street Address:	9901 Linn Station Road
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40223
Entity Type:	Corporation: DELAWARE
Name:	Rescare Home Care Services Pennsylvania, LLC
Street Address:	9901 Linn Station Road
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40223
Entity Type:	Limited Liability Company: DELAWARE
Name:	Oncomed Specialty, LLC
Street Address:	13410 Eastpoint Centre Drive
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40223
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Registration Number:	3336888	AMERITA
Registration Number:	4552436	AMERITA EXCEPTIONAL PEOPLE PROVIDING EXC
Registration Number:	4765711	AMERITA EXTRAORDINARY PEOPLE PROVIDING E
Registration Number:	4613424	CHEM PLUS
Registration Number:	4609812	CHEM RX
Registration Number:	3368772	CHEM RX
Registration Number:	4702522	CHEM RX PHARMACY SERVICES, LLC
Registration Number:	4737591	CHEMLINK
Registration Number:	3774781	FINALLY, A PHARMACY SERVICE THAT DELIVER
Registration Number:	3816972	M
Registration Number:	2819177	MPSRX
Registration Number:	3723301	MPACT
Registration Number:	3790250	MPSRX
Registration Number:	3789962	MPSRX
Registration Number:	3770799	PHARMACY BEDSIDE
Registration Number:	3770784	PHARMACY REPORTS & RECORDS DESK
Registration Number:	3770796	PHARMACY RESPONSE
Registration Number:	3770798	PHARMACY WINDOW
Registration Number:	3770775	RX JUST-IN-TIME DISPENSING
Registration Number:	1554991	
Registration Number:	3666207	CONSULTPRO
Registration Number:	4630516	EZ-MAR
Registration Number:	4432847	EZ-ORDER
Registration Number:	1528564	PHARMACY CORPORATION OF AMERICA
Registration Number:	2304597	PHARMERICA
Registration Number:	4665671	PHARMERICA VALUE. TRUST. PERFORMANCE.
Registration Number:	3656001	
Registration Number:	4104283	RXALLOW
Registration Number:	4006121	RXEXACT
Registration Number:	4500114	RXFORECASTER
Registration Number:	4568715	RXNOW
Registration Number:	4120643	STAR (STRATEGIC TREND ANALYSIS REPORT)
Registration Number:	3651627	VALUE. TRUST. PERFORMANCE.
Registration Number:	3463909	VALUE. TRUST. PERFORMANCE.
Registration Number:	3825885	VIEWMASTERX
Registration Number:	4582454	CAREMED
Registration Number:	4242868	CAREMEDS SPECIALTY PHARMACY

Property Type	Number	Word Mark
Serial Number:	87660695	CARE FIRST PHARMACY YOUR FAMILY'S RX PRO
Registration Number:	3905086	REST ASSURED ONETOUCH
Registration Number:	3838972	ONETOUCH
Registration Number:	2658290	RESCARE
Registration Number:	3161395	REST ASSURED
Registration Number:	1722858	REHAB WITHOUT WALLS
Registration Number:	4213864	A PLACE TO CALL HOME
Registration Number:	5500815	PHARMACY ALTERNATIVES
Registration Number:	5442351	SPRINGHEALTH BEHAVIORAL HEALTH & INTEGRA
Registration Number:	5427772	REHAB WITHOUT WALLS
Registration Number:	5427771	RWW
Registration Number:	5704196	ALL WAYS CARING
Registration Number:	5499417	SENSE OF HOME
Registration Number:	5531500	A.L.I.G.H.T.
Registration Number:	5531333	SAFE TRANSITIONS
Registration Number:	5597520	BRIGHTSPRING
Registration Number:	3969570	ANGEL COMPANIONS
Registration Number:	4126704	ANGEL COMPANIONS VVV
Registration Number:	5586373	ADORATION
Registration Number:	6274919	GATEWAY
Registration Number:	4721544	LOCAL CARE. NATIONAL REACH.
Registration Number:	4838557	TOTAL PROTOCOL MANAGEMENT
Registration Number:	4227562	ONCO340B
Registration Number:	4227561	ONCOMETRICS
Registration Number:	4227560	ONCOMTM
Registration Number:	4167926	ONCODOSE
Registration Number:	4167925	ONCORX
Registration Number:	4093882	ONCOPATHS
Registration Number:	4093862	ONCOADVOCATE
Registration Number:	4093849	ONCOSOURCE
Registration Number:	4700317	ONCOHUB
Registration Number:	4325811	TRANSPLANT360
Registration Number:	4306569	ONCO360

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com
Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 42578-00007

NAME OF SUBMITTER: Stephanie Kann

SIGNATURE: /stephanie kann/

DATE SIGNED: 01/31/2024

Total Attachments: 6

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TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST** (this “Release”) is made as of January 31, 2024, by **WILMINGTON TRUST, NATIONAL ASSOCIATION** (“Wilmington Trust”) as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement referred to below, in favor of **AMERITA, INC.**, a Delaware corporation, **SORKIN’S RX LTD.**, a New York limited company, **CHEM RX PHARMACY SERVICES, LLC**, a Delaware limited liability company, **MILLENNIUM PHARMACY SYSTEMS, LLC**, a Delaware limited liability company, **PHARMERICA CORPORATION**, a Delaware corporation, **CARE FIRST PHARMACY, LLC**, a Delaware limited liability company, **RES-CARE, INC.**, a Kentucky corporation, **REST ASSURED, LLC**, a Kentucky limited liability company, **RWW HOME & COMMUNITY REHAB SERVICES, INC.**, a Delaware corporation, **RESCARE HOME CARE SERVICES PENNSYLVANIA, LLC**, a Delaware limited liability company,¹ and **ONCOMED SPECIALTY, LLC**, a Delaware limited liability company (each a “Grantor” and collectively, the “Grantors”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement (as defined below), the Security Agreement (as defined below), or the Trademark Security Agreement (as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, the Grantors and Collateral Agent are parties to that certain (i) Credit Agreement, dated as of March 5, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Phoenix Intermediate Holdings Inc., a Delaware corporation (“Holdings”), Phoenix Guarantor Inc., a Delaware corporation (the “Borrower”), the several lenders from time to time parties thereto and Wilmington Trust, as the Administrative Agent and the Collateral Agent; (ii) Second Lien Security Agreement, dated as of March 5, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent; and (iii) Grant of Security Interest in Trademark Rights, dated as of March 5, 2019 (the “Trademark Security Agreement”), pursuant to which each Grantor granted to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations, a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Trademark Security Agreement), including the Trademarks set forth on Schedule A hereto, the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (“USPTO”) on April 25, 2019 at Reel 6628 and Frame 0840; and

¹ Rescare Home Care Services Pennsylvania, LLC was erroneously identified as a Delaware corporation on the recordation coversheet for the Trademark Security Agreement referred to below. It is a Delaware limited liability company.

WHEREAS, the Grantors have requested that the Agent terminate and release, and the Agent is willing to terminate and release its lien on and security interest in, and any other right, title, and interest it may have in, to and under, the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. The Agent does hereby irrevocably terminate, release, cancel and discharge the entirety of its lien on and security interest in, and all claims to, whether presently existing or hereafter acquired or created, pursuant to the Credit Agreement, Security Agreement or Trademark Security Agreement, as applicable, the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks (including the trademark registrations and trademark applications) set forth on Schedule A hereto, the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom, and any right, title or interest of the Agent in such Collateral shall hereby terminate, cease and become void. The Agent hereby re-assigns, re-transfers and re-conveys any and all right, title or interest of the Agent in the Collateral (as defined in the Trademark Security Agreement), including the Trademarks set forth in Schedule A hereto, to the Grantors.

2. The Agent, on behalf of itself and the Secured Parties, does hereby terminate and cancel the Trademark Security Agreement.

3. The Agent hereby authorizes the Grantors or the Grantors' authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Agent's lien on and security interest in the Collateral (as defined in the Trademark Security Agreement), including the Trademarks set forth on Schedule A hereto, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Grantors any and all further documents and instruments prepared by the Grantors, and do any and all further acts which the Grantors (or its agents or designees) reasonably request (at the Grantors' sole cost and expense) in order to confirm this Release and the Grantors' right, title and interest in, to and under the Collateral.

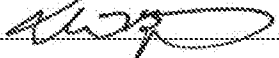
4. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release of Trademark Security Interest to be executed and delivered as of the date first written above.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Agent**

By: 
Name: **David Bergstrom**
Title: **Vice President**

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

#	Owner	Trademark	Appl. No.	Reg. No.
1.	Amerita, Inc.	AMERITA	78/825,728	3,336,888
2.	Amerita, Inc.	AMERITA EXCEPTIONAL PEOPLE PROVIDING EXCEPTIONAL CARE	85/733,301	4,552,436
3.	Amerita, Inc.	AMERITA EXTRAORDINARY PEOPLE PROVIDING EXCEPTIONAL CARE	86/264,406	4,765,711
4.	Chem Rx Pharmacy Services, LLC	CHEM PLUS	86/206,454	4,613,424
5.	Chem Rx Pharmacy Services, LLC	CHEM RX	86/206,445	4,609,812
6.	Chem Rx Pharmacy Services, LLC	CHEM RX	77/176,873	3,368,772
7.	Chem Rx Pharmacy Services, LLC	CHEM RX LOGO	86/206,414	4,702,522
8.	Chem Rx Pharmacy Services, LLC	CHEMLINK	86/206,450	4,737,591
9.	Millennium Pharmacy Systems, LLC	FINALLY, A PHARMACY SERVICE THAT DELIVERS ON THE PROMISE	77/824,710	3,774,781
10.	Millennium Pharmacy Systems, LLC	M (& DESIGN)	77/827,875	3,816,972
11.	Millennium Pharmacy Systems, LLC	M P S RX	76/481,526	2,819,177
12.	Millennium Pharmacy Systems, LLC	MPACT	77/536,237	3,723,301
13.	Millennium Pharmacy Systems, LLC	MPSRX	77/874,155	3,790,250
14.	Millennium Pharmacy Systems, LLC	MPSRX (STYLIZED)	77/837,925	3,789,962
15.	Millennium Pharmacy Systems, LLC	PHARMACY BEDSIDE (& DESIGN)	77/806,602	3,770,799
16.	Millennium Pharmacy Systems, LLC	PHARMACY REPORTS & RECORDS DESK (& DESIGN)	77/806,271	3,770,784
17.	Millennium Pharmacy Systems, LLC	PHARMACY RESPONSE (& DESIGN)	77/806,588	3,770,796
18.	Millennium Pharmacy Systems, LLC	PHARMACY WINDOW (& DESIGN)	77/806,595	3,770,798
19.	Millennium Pharmacy Systems, LLC	RX JUST-IN-TIME DISPENSING (& DESIGN)	77/806,068	3,770,775
20.	PharMerica Corporation	4 HANDS LOGO	73/681,293	1,554,991
21.	PharMerica Corporation	CONSULTPRO	77/630,106	3,666,207
22.	PharMerica Corporation	EZ-MAR	85/251,946	4,630,516
23.	PharMerica Corporation	EZ-ORDER	85/230,378	4,432,847
24.	PharMerica Corporation	PHARMACY CORPORATION OF AMERICA	73/681,294	1,528,564
25.	PharMerica Corporation	PHARMERICA	75/336,367	2,304,597

#	Owner	Trademark	Appl. No.	Reg. No.
26.	PharMerica Corporation	PHARMERICA VALUE. TRUST. PERFORMANCE. (AND DESIGN)	86/075,857	4,665,671
27.	PharMerica Corporation	PILL PACK LOGO	78/926,533	3,656,001
28.	PharMerica Corporation	RXALLOW	85/223,171	4,104,283
29.	PharMerica Corporation	RXEXACT	85/213,887	4,006,121
30.	PharMerica Corporation	RXFORECASTER	85/085,171	4,500,114
31.	PharMerica Corporation	RXNOW	85/551,172	4,568,715
32.	PharMerica Corporation	STAR (STRATEGIC TREND ANALYSIS REPORT)	85/254,640	4,120,643
33.	PharMerica Corporation	VALUE. TRUST. PERFORMANCE.	77/086,800	3,651,627
34.	PharMerica Corporation	VALUE. TRUST. PERFORMANCE.	77/975,643	3,463,909
35.	PharMerica Corporation	VIEWMASTERX	77/605,034	3,825,885
36.	Sorkin's Rx Ltd.	CAREMED	85/352,119	4,582,454
37.	Sorkin's Rx Ltd.	CAREMEDS SPECIALTY PHARMACY	85/324,388	4,242,868
38.	Care First Pharmacy, LLC	CARE FIRST PHARMACY YOUR FAMILY'S RX PROVIDER	87/660,695	N/A
39.	Rest Assured, LLC	REST ASSURED ONETOUCH	77/756,557	3,905,086
40.	Rest Assured, LLC	ONETOUCH	77/756,537	3,838,972
41.	Res-Care, Inc.	RESCARE	76/242,089	2,658,290
42.	Rest Assured, LLC	REST ASSURED	76/638,356	3,161,395
43.	RWW Home & Community Rehab Services, Inc.	REHAB WITHOUT WALLS	74/249,340	1,722,858
44.	Res-Care, Inc.	A PLACE TO CALL HOME	85/550,138	4,213,864
45.	Res-Care, Inc.	PHARMACY ALTERNATIVES	87/501,325	5,500,815
46.	Res-Care, Inc.	SPRINGHEALTH BEHAVIORAL HEALTH & INTEGRATED CARE	87/501,321	5,442,351
47.	RWW Home & Community Rehab Services, Inc.	REHAB WITHOUT WALLS	87/569,214	5,427,772
48.	RWW Home & Community Rehab Services, Inc.	RWW	87/569,207	5,427,771
49.	Res-Care, Inc.	ALL WAYS CARING	87/569,217	5,704,196
50.	Res-Care, Inc.	SENSE OF HOME	87/550,055	5,499,417
51.	Res-Care, Inc.	A.L.I.G.H.T.	87/484,997	5,531,500
52.	Res-Care, Inc.	SAFE TRANSITIONS	87/447,474	5,531,333
53.	Res-Care, Inc.	BRIGHTSPRING	87/762,574	5,597,520
54.	Rescare Home Care Services Pennsylvania, LLC	ANGEL COMPANIONS	85/118,636	3,969,570
55.	Rescare Home Care Services Pennsylvania, LLC	ANGEL COMPANIONS W & DESIGN	85/253,520	4,126,704
56.	Res-Care, Inc.	ADORATION	87/939,458	5,586,373
57.	Res-Care, Inc.	GATEWAY	88/124,840	6,274,919
58.	OncoMed Specialty, LLC dba Onco360	LOCAL. CARE. NATIONAL. REACH.	86/272,056	4,721,544
59.	OncoMed Specialty, LLC dba Onco360	TOTAL PROTOCOL MANAGEMENT	86/233,824	4,838,557
60.	OncoMed Specialty, LLC dba Onco360	ONCO340B	85/462,582	4,227,562
61.	OncoMed Specialty, LLC dba Onco360	ONCOMETRICS	85/462,566	4,227,561

#	Owner	Trademark	Appl. No.	Reg. No.
62.	OncoMed Specialty, LLC dba Onco360	ONCOMTM	85/462,531	4,227,560
63.	OncoMed Specialty, LLC dba Onco360	ONCODOSE	85/468,151	4,167,926
64.	OncoMed Specialty, LLC dba Onco360	ONCORX	85/468,143	4,167,925
65.	OncoMed Specialty, LLC dba Onco360	ONCOPATHS	85/357,565	4,093,882
66.	OncoMed Specialty, LLC dba Onco360	ONCOADVOCATE	85/357,199	4,093,862
67.	OncoMed Specialty, LLC dba Onco360	ONCOSOURCE	85/356,828	4,093,849
68.	OncoMed Specialty, LLC dba Onco360	ONCOHUB	85/841,874	4,700,317
69.	OncoMed Specialty, LLC dba Onco360	TRANSPLANT360	85/612,173	4,325,811
70.	OncoMed Specialty, LLC dba Onco360	ONCO360	85/551,649	4,306,569