TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Assignment ID: TMI57336 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cornerstone Specialty Network, LLC		02/28/2024	Limited Liability Company: DELAWARE
Health Coalition, LLC		02/28/2024	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Company Name:	Bain Capital Credit, LP, in its capacity as administrative agent and collateral agent
Street Address:	200 CLARENDON STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark	
Registration Number:	6315987	THE ONE	
Registration Number:	5326796	TRACK N TREND	
Registration Number:	5326797	TRACK N TREND	
Registration Number:	5978522	TRACK N TREND	
Registration Number:	5978523	TRACK N TREND	
Serial Number:	97074970	W WELLCORNER	
Serial Number:	97074966	WELLCORNER	

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)5269708

Email: ypan@proskauer.com,GDewire@Proskauer.com

Gregory R. Dewire **Correspondent Name:** Address Line 1: Proskauer Rose LLP Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

> **TRADEMARK** REEL: 008356 FRAME: 0062

900836975

ATTORNEY DOCKET NUMBER:	66478.303	
NAME OF SUBMITTER:	Yuming Pan	
SIGNATURE:	Yuming Pan	
DATE SIGNED: 02/28/2024		
Total Attachments: 5		
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 28, 2024 (this "Trademark Security Agreement"), by Cornerstone Specialty Network, LLC, a Delaware limited liability company and Health Coalition, LLC, a Florida limited liability company (individually, a "Grantor", and, collectively, the "Grantors"), in favor of Bain Capital Credit, LP, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of February 28, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks under this Trademark Security Agreement or any other Loan Document.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party

TRADEMARK REEL: 008356 FRAME: 0064 hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. <u>Governing Law</u>. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

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CORNERSTONE SPECIALTY NETWORK, LLC HEALTH COALITION, LLC, each as a Grantor

Ву:

—Docusigned by: Matt Harper

Name: Matt Harper

Title: Chief Executive Officer and Chief

Financial Officer

BAIN CAPITAL CREDIT, LP,

as the Administrative Agent

DocuSigned by:

Suely Dori

By: ________F4C28A

Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

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Schedule I Trademark Registrations and Use Applications

Registrations:

Owner	Mark/Name	Registration Date	Registration No.
Cornerstone Specialty Network, LLC	THE ONE	04/06/2021	6315987
Health Coalition, LLC ¹	TRACK N TREND Track N Trence	11/07/2017	5326796
Health Coalition, LLC	TRACK N TREND	11/07/2017	5326797
Health Coalition, LLC	TRACK N TREND	02/04/2020	5978522
Health Coalition, LLC	TRACK N TREND Track N Trenc	02/04/2020	5978523

Applications:

Owner	Mark/Name	Application Date	Serial No.
Cornerstone Specialty Network, LLC	W WELLCORNER	10/14/2021	97074970
Cornerstone Specialty Network, LLC	WELLCORNER	10/14/2021	97074966

Health Coalition Inc. is to be converted from an Inc. to an LLC prior to closing. Current USPTO records indicate Health Coalition, Inc. as the owner and the records will be updated to reflect the change *after* closing.

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RECORDED: 02/28/2024