

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PHARMERICA CORPORATION		06/08/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A. as Collateral Agent
<b>Street Address:</b>	PO Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3464646	
Registration Number:	3463909	VALUE. TRUST. PERFORMANCE.
Serial Number:	77610667	COMPUTRAN
Serial Number:	77630106	CONSULTPRO
Serial Number:	77630119	CONSULTWARE
Serial Number:	77605034	VIEWMASTERX

**CORRESPONDENCE DATA**

**Fax Number:** (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 301-638-0511  
**Email:** ipresearchplus@comcast.net  
**Correspondent Name:** IP Research Plus, Inc.  
**Address Line 1:** 21 Tadcaster Circle  
**Address Line 2:** attn: Penelope J.A. Agodoa  
**Address Line 4:** Waldorf, MARYLAND 20602

**OP \$165.00 3464646**

ATTORNEY DOCKET NUMBER:	062609
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/26/2009
Total Attachments: 6 source=crs1 062609 PharMerica#page1.tif source=crs1 062609 PharMerica#page2.tif source=crs1 062609 PharMerica#page3.tif source=crs1 062609 PharMerica#page4.tif source=crs1 062609 PharMerica#page5.tif source=crs1 062609 PharMerica#page6.tif	

TRADEMARK SECURITY AGREEMENT dated as of June 8, 2009 (this "Agreement"), between PHARMERICA CORPORATION (the "Borrower") and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Collateral Agent.

Reference is made to the Guarantee and Collateral Agreement dated as of July 31, 2007 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Subsidiaries of the Borrower from time to time party thereto and JPMCB, as Collateral Agent (the "Collateral Agent"). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of July 31, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto and JPMCB, as Administrative Agent.. The continuing obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Borrower, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I hereto (the "Trademarks");

(b) all goodwill of the business associated with the use of, and symbolized by, each of the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks (other than any assets, rights and interests of a type in which the Collateral Agent does

not otherwise have a security interest pursuant to this Agreement or the Collateral Agreement).

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to the conflicts of law principles thereof.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PHARMERICA CORPORATION,

by



Name: Michael S. Culotta  
Title: Executive Vice President and Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

by

Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PHARMERICA CORPORATION,

by

\_\_\_\_\_  
Name:

Title:

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent,

by

  
\_\_\_\_\_


Name: Dawn Lee Lum

Title: Executive Director

[Signature Page to Trademark Security Agreement]

[[NYCORP:3148185v2:3140D:06/08/09--01:40 p]]

U.S. TRADEMARK REGISTRATIONS

	Registered Owner	Mark	Registration Number	Registration Date
1.	PharMerica Corporation	Pill logo (design) 	3,464,646	7/8/08
2.	PharMerica Corporation	VALUE. TRUST. PERFORMANCE.	3,463,909	7/8/08

U.S. TRADEMARK APPLICATIONS

1.	PharMerica Corporation	COMPUTRAN	77/610,667	11/10/08
2.	PharMerica Corporation	CONSULTPRO	77/630,106	12/10/08
3.	PharMerica Corporation	CONSULTWARE	77/630,119	12/10/08
4.	PharMerica Corporation	VIEWMASTERX	77/605,034	10/31/08