

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Physicians Pharmacy Alliance, Inc.		01/04/2011	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Fifth Street Finance Corp.		
Street Address:	10 Bank Street		
Internal Address:	12th Floor		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3136575	PHYSICIANS PHARMACY ALLIANCE	
CORRESPONDENCE DATA			
Fax Number:	(714)546-9035		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	714-641-5100		
Email:	wmeehan@rutan.com, ezaskoda@rutan.com, amclean@rutan.com, gsleichter@rutan.com, trademarks@rutan.com, scain@rutan.com		
Correspondent Name:	William Meehan		
Address Line 1:	611 Anton Boulevard		
Address Line 2:	Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	024969.0089		
NAME OF SUBMITTER:	Erin R. Zaskoda		

TRADEMARK

900182945

REEL: 004465 FRAME: 0870

CH \$40.00 3136575

Signature:	/Erin R. Zaskoda/
Date:	02/02/2011
Total Attachments: 6 source=Trademark Collateral Assignment and Security Agreement (PPA)#page1.tif source=Trademark Collateral Assignment and Security Agreement (PPA)#page2.tif source=Trademark Collateral Assignment and Security Agreement (PPA)#page3.tif source=Trademark Collateral Assignment and Security Agreement (PPA)#page4.tif source=Trademark Collateral Assignment and Security Agreement (PPA)#page5.tif source=Trademark Collateral Assignment and Security Agreement (PPA)#page6.tif	

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, dated as of January 4, 2011, between PHYSICIANS PHARMACY ALLIANCE, INC., a North Carolina corporation (the "Assignor"), and FIFTH STREET FINANCE CORP., a Delaware corporation, as Administrative Agent for itself and for certain other Lenders (as defined in the Credit Agreement referred to below) (together with its successors and assigns, "Administrative Agent").

WHEREAS, the Assignor is the owner of the Trademarks (as defined in the Credit Agreement referred to below) including those listed on Schedule A hereto;

WHEREAS, the Assignor and PPA ACQUISITION COMPANY, a North Carolina corporation, as borrowers, Administrative Agent, and certain other Lenders are party to that certain Credit Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Assignor under the Credit Agreement that the Assignor execute and deliver to Administrative Agent this Agreement (as defined below);

WHEREAS, the Assignor has granted to Secured Parties (as defined below) a security interest in certain of the Assignor's assets, including without limitation the Trademarks (as defined in the Credit Agreement), including without limitation those listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Agreement is supplemental to the provisions contained in the Credit Agreement and other Loan Documents (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1:

Agreement. This Trademark Collateral Assignment and Security Agreement, as the same may be hereafter amended, modified, substituted, extended or restated, from time to time.

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use

or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

PTO. The United States Patent and Trademark Office.

Trademark Collateral. All of the Assignor's right, title and interest in and to all of the Trademarks (as defined in the Credit Agreement) including those listed on Schedule A attached hereto, the Trademark Rights and Proceeds therein.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: (i) the right (but not the obligation) to register claims under any federal, state or foreign trademark law or regulation, (ii) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks, (iii) the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury, (iv) the right (but not the obligation) to license rights to the Trademarks, including those listed on Schedule A to third parties, and (v) the right (but not the obligation) to make and prosecute applications or renewals for the Trademarks, including those listed on Schedule A.

Secured Parties. Collectively, the Lenders and the Administrative Agent.

Security Agreement. That certain Security Agreement executed by the Assignor and certain other debtor parties for the benefit of Secured Parties dated as of the date hereof as it may be amended, restated or modified from time to time.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants and collaterally assigns to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. THE SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF THEIR HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE TRADEMARKS.

3. Acknowledgement of Security Agreement. This Trademark Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO and any and all appropriate foreign Governmental Authorities. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Assignor does hereby further acknowledge and

affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. On the Termination Date, this Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties pursuant hereto or the Credit Agreement.

[signatures on next page]

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

"Assignor"

PHYSICIANS PHARMACY ALLIANCE, INC.,
a North Carolina corporation

By: BS

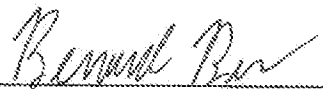
Name: Brian S. Sauer

Title: Vice President and Secretary

"Administrative Agent"

FIFTH STREET FINANCE CORP.,
a Delaware corporation

By: Fifth Street Management LLC,
a Delaware limited liability
company,
its Agent

By: 
Bernard D. Berman
President

SCHEDULE A

Trademarks and Trademark Applications

Trademark	Owner Name	Status	App. No.	Reg. No.	Class
Physicians Pharmacy Alliance and Design	Physicians Pharmacy Alliance, Inc.	Registered	78/384,877	3,136,575	35

Unregistered Trademarks

Name	Owner	Country of Use	Date of First Use
<u>MedSync</u> TM	Physicians Pharmacy Alliance, Inc.	United States	April 24, 2003
<u>RxAware</u> TM	Physicians Pharmacy Alliance, Inc.	United States	November 14, 2003
<u>RxCare</u> TM	Physicians Pharmacy Alliance, Inc.	United States	December 1, 2003
<u>Healthy Choices</u> TM	Physicians Pharmacy Alliance, Inc.	United States	February 7, 2006
<u>EasyRead</u> TM	Physicians Pharmacy Alliance, Inc.	United States	October 13, 2008