

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
Onepoint Patient Care, LLC		09/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cole Taylor Bank		
Street Address:	225 W. Washington Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3205566	ONEPOINT PATIENT CARE	
Registration Number:	3436768	RX ACCUTRACK	
CORRESPONDENCE DATA			
Fax Number:	3122226379		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mhays@agdglaw.com		
Correspondent Name:	Mary Vidal Hays		
Address Line 1:	330 N. Wabash, Ste. 1700		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Mary Vidal Hays		
Signature:	/Mary Vidal Hays/		
Date:	10/03/2013		

OP \$65.00 3205566

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2013, by ONEPOINT PATIENT CARE, LLC, a Delaware limited liability company ("Grantor"), and COLE TAYLOR BANK, an Illinois banking corporation ("Bank").

RECITALS

A. The Grantor and Venpharm Real Estate Holdings, LLC, an Arizona limited liability company, have entered into that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make secured loans to, and issue or participate in letters of credit for the account of, Grantor.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all of the assets of the Grantor, excluding inventory, but including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark and service mark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement. All references in this Agreement to trademarks shall also apply to service marks.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ONEPOINT PATIENT CARE, LLC,
a Delaware limited liability company

By: *James A. Otterbeck*
Name: James A. Otterbeck
Title: Chairman

STATE OF ILLINOIS)
) ss
COUNTY OF Cook)

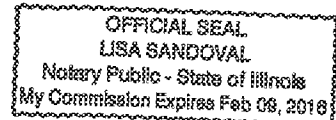
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that James A. Otterbeck, the Chairman of OnePoint Patient Care, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and seal this 30 day of September, 2013.

Lisa Sandoval
Notary Public

Agreed and accepted:

COLE TAYLOR BANK, an Illinois banking association



By: *Michelle Christens*
Name: Michelle M. Christens
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks/Service Marks, Trademark/Service Mark Applications And
Trademark/Service Mark Licenses

Grantor	Trademark/Service Mark	Trademark Registration Number	Date of Registration
OnePoint Patient Care, LLC	ONEPOINT PATIENT CARE	3,205,566	02/06/2007
SAME	RX ACCUTRACK	3,436,768	05/27/2008