

10/27/2014

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/201

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103669481

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

71-2-01

1. Name of conveying party(ies):

TelePharm, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 10, 2014 and July 11, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Street Address: 666 Walnut Street, 2nd Floor

City: Des Moines

State: Iowa

Country: United States Zip: 50309

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Bank Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

4594335

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

OutScripting

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Wells Fargo Bank, National Association

Internal Address: Attn: Cari Gregg - MAC: N8200-026

Street Address: 666 Walnut Street, 2nd Floor

City: Des Moines

State: Iowa Zip: 50309

Phone Number: 515-245-8456

Docket Number:

Email Address: cari.m.gregg@wellsfargo.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 10/28/2014 KNGUYEN1 00000007 4594335

Authorized User Name: 01 FC-8521 40.00 OP

9. Signature:

10/21/2014

Signature

Date

Kara M. Sinnard, Attorney for Wells Fargo Bank, National Association

Total number of pages including cover sheet, attachments, and document:

9

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005395 FRAME: 0314

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), made as of the 10th day of July, 2014, by and between TELEPHARM, LLC ("Debtor"), an Iowa limited liability company, in favor of Wells Fargo Bank, National Association, its successors and assigns ("Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Debtor, as borrower, and the Bank, the Bank has agreed to extend credit and make certain financial accommodations to the Debtor;

WHEREAS, in connection with the Credit Agreement, the Debtor and the Bank have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Debtor is required to execute and deliver to the Bank this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. The Debtor hereby pledges, assigns and grants to the Bank a continuing first priority security interest in all of the Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

A. all of its Trademarks, including those referred to on Schedule I hereto, which shall not include any assignment of any United States intent-to-use trademark applications to the extent that and solely during the period in which assignment therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

B. all extensions and renewals of the foregoing;

C. all goodwill connected with the use of, and symbolized by, each such Trademark;

D. all rights of any kind whatsoever of the Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

E. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

F. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

The items referred to in items A through F are hereinafter called the "**Trademark Rights.**"

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. The Debtor 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. Restrictions on Future Agreements. Debtor agrees that, until the Obligations are satisfied in full and the Credit Agreement is terminated, and except as may otherwise be provided in the Credit Agreement or agreed to in writing by the Debtor and the Bank, Debtor shall not, without Bank's prior written consent:

A. Enter into any agreement (for example, a license agreement) that is inconsistent with Debtor's obligations under this Agreement; or

B. Take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action if doing so or not doing so would impair the validity or enforcement of the Trademark Rights; or

C. Enter into any agreement granting rights to the Trademark that are not on commercially reasonable terms. Commercially reasonable terms shall be determined by Debtor's Board of Directors acting in good faith. Bank agrees to execute all necessary documents that may be required for Debtor to grant intellectual property rights relating to the Trademark.

5. Covenants and Warranties. Debtor represents, warrants, and covenants that:

A. The Trademark is subsisting, has not been adjudged invalid or unenforceable in whole or in part, and is not currently being challenged in any way;

B. The Trademark has not lapsed or expired;

C. Debtor owns the entire right, title, and interest in the Trademark free and clear of any liens and encumbrances of every kind and nature, except for the rights granted by Debtor pursuant to this Agreement; and

D. Debtor shall continue to use, until the obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, proper statutory notice in connection with its exercise of the Trademark.

6. New Trademarks and Licenses. If, before the Obligations are satisfied in full, Debtor obtains rights to any reissue, division, continuation, renewal, extension, or continuation-in-part of the Trademark or any improvement on the Trademark, the provisions of Section 2 above shall automatically apply thereto and Debtor shall give to Bank written notice thereof. Debtor hereby authorizes Bank to modify this Agreement by amending Schedule A to include such rights.

7. Royalties; Terms. Debtor hereby agrees that the use by Bank of the Trademark Rights shall be worldwide and without any liability for royalties or other related charges from Bank to Debtor. The term of the Agreements granted herein shall extend until the earlier of (1) the expiration of all Trademark Rights or (2) payment in full of the Obligations and termination of the Credit Agreement.

8. Bank's Right to Inspect. Subject to existing agreements with respect to the confidentiality of certain aspects of the Trademark Rights, Bank shall have the right, at any reasonable time and from time to time, to inspect Debtor's premises and to examine Debtor's books, records, and operations.

9. Termination of Bank's Security Interest. This Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Credit Agreement, all remaining right, title, and interest in and to the Trademark Rights shall automatically revert to Debtor. In such event, Bank shall execute and deliver to Debtor all termination statements and other instruments as may be necessary or proper to terminate Bank's security interest in and to revest in Debtor all right, title, and interest in and to the Trademark Rights, subject to any prior disposition thereof that may have been made by Bank pursuant hereto or pursuant to the Credit Agreement.

10. Duties of Debtor. Until the Obligations are satisfied in full and the Credit Agreement is terminated, Debtor shall:

A. Prosecute diligently any trademark application included in the Trademark Rights pending as of the date hereof or hereafter filed; and

B. Preserve, maintain, and enforce against infringement all Trademark Rights.

Any expenses incurred in connection with such applications shall be borne by Debtor. Debtor shall not abandon any pending trademark application or trademark without the written consent of Bank, which consent shall not be unreasonably withheld.

11. Bank's Right to Sue. After the occurrence of an Event of Default and so long as such Event of Default has not been waived, and after the provision by Bank of written notice to Debtor of Bank's intention to enforce its rights and claims in the Trademark Rights, Bank shall have the right, but shall in no way be obligated, to bring suit and take other action in its own name to enforce or otherwise protect, preserve, or realize upon the Trademark Rights. If Bank shall commence any such suit or take any such action, Debtor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such action. Debtor shall, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Debtor and Bank, nor any failure to exercise or delay in exercising, on the part of the Bank, any right, power, or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof. No single or partial exercise of any right, power, or privilege hereunder or under the Credit Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement.

14. Modification. This Agreement cannot be altered, amended, or modified in any way, except as specifically provided with respect to the additions referred to in Section 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies. All of Bank's rights and remedies with respect to the Trademark Rights, whether established hereby or by the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised individually or concurrently. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Rights may be enforced.

16. Power of Attorney. Debtor hereby authorizes Bank to:

A. Make, constitute, and appoint any representative of Bank as Bank may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with power to endorse Debtor's name on all applications, documents, papers, and instruments

necessary or desirable for Bank to give effect to the provisions of this Agreement and the intent of the parties hereto;

B. Take any other actions with respect to the Trademark Rights, consistent with this Agreement, as Bank deems in the best interest of Bank;

C. Following the occurrence of an Event of Default, grant or issue any exclusive or nonexclusive license under the Trademark Rights to anyone; or

D. Following the occurrence of an Event of Default, subject to the terms of any existing license agreement, assign, pledge, convey, or otherwise transfer title in or dispose of the Trademark Rights to anyone.

Bank hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations are satisfied in full and the Credit Agreement is terminated.

17. Effect on Credit Agreement. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

18. Binding Effect: Benefits. This Agreement shall be binding upon Debtor and its respective successors and assigns and shall inure to the benefit of Bank, its nominees, successors, and assigns.

19. Governing Law. This Agreement will be governed by the substantive laws of the State of Iowa. Any action to enforce the provisions of this Agreement or arising from the actions of any party in connection therewith, shall be brought in the United States District Court for the Southern District of Iowa or in the Iowa District Court in Polk County, Iowa, except such action as may be necessary by the Bank to protect, preserve and realize its security interest in collateral located in another jurisdiction.

20. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

WITNESS the due execution hereof as of the date first above written.

DEBTOR:

TELEPHARM, LLC

By: _____

Its: President

Roby Miller
7/11/14

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Rebecca Gibson, Vice President

State of Iowa)
)ss.
County of Johnson)

This instrument was acknowledged before me on the 11 day of July, 2014, by Roby Miller as President of TelePharm, LLC.



Nancy Haggerty
Notary Public in Said State

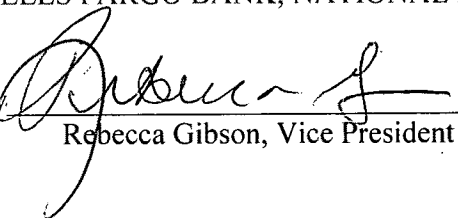
State of Iowa)
)ss.
County of Polk)

This instrument was acknowledged before me on the ____ day of July, 2014, by Rebecca Gibson as Vice President of Wells Fargo Bank, National Association.

Notary Public in Said State

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By 
Rebecca Gibson, Vice President

State of Iowa)
)ss.
County of _____)

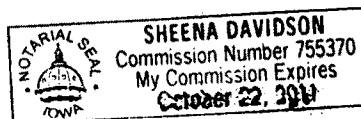
This instrument was acknowledged before me on the ____ day of July, 2014, by Roby Miller as President of TelePharm, LLC.

Notary Public in Said State

State of Iowa)
)ss.
County of Polk)

This instrument was acknowledged before me on the 10th day of July, 2014, by Rebecca Gibson as Vice President of Wells Fargo Bank, National Association.


Notary Public in Said State



October 22, 2014

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS
None

TRADEMARK REGISTRATIONS

Debtor	Trademark	Reg. No.	Reg. Date
TelePharm, LLC	OutScripting	4,594,335	Aug. 26, 2014
