

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioFusion, LLC		09/14/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	3333 Peachtree Road, NE		
Internal Address:	Attn: Portfolio Manager-ModernHEALTH		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3988887	BIOFUSION	
Serial Number:	86753353	BIOFUSION	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<i>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.</i>			
Phone:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	566957-640060		
NAME OF SUBMITTER:	Sidney R. Brown		
SIGNATURE:	/Sidney R. Brown/		
DATE SIGNED:	09/18/2015		
Total Attachments: 6			
source=Modern HC - Trademark Security Agreement#page1.tif			

OP \$65.00 3988887

source=Modern HC - Trademark Security Agreement#page2.tif
source=Modern HC - Trademark Security Agreement#page3.tif
source=Modern HC - Trademark Security Agreement#page4.tif
source=Modern HC - Trademark Security Agreement#page5.tif
source=Modern HC - Trademark Security Agreement#page6.tif

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 14, 2015 (this “Security Agreement”), is made by MODERN HC PHARMACY, INC, a Delaware corporation, BIOFUSION, LLC, a California limited liability company, INFUSION SERVICES, LLC, an Alabama limited liability company, INFUSION THERAPY OF TEXAS, LLC, a Texas limited liability company, and TLCRX, LLC, a Delaware limited liability company (each, a “Grantor”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, Modern HC Pharmacy, Inc., a Delaware corporation (the “Borrower”) has entered into that certain Revolving Credit and Term Loan 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 Borrower, Modern HC Holdings, Inc., a Delaware corporation (“Holdings”), the several banks and other financial institutions and lenders from time to time party thereto, and the Administrative Agent, providing for, among other things, revolving credit and term loan facilities subject to the terms set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and certain Subsidiaries of Holdings have entered into that certain Guaranty and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and lien on all right, title and interest of the Grantor in, to and under the following property (the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark Licenses (excluding any intent-to-use application prior to the filing of a “Statement to Use” or “Amendment to Allege Use” with respect thereto);
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

As of the date of this Security Agreement, all of the Grantor's Trademark Collateral is set forth on Schedule I hereto.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

SECTION 4. Termination. This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released in accordance with Section 10.16 of the Guaranty and Security Agreement. Upon the termination of this Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, promptly execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 6. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 8. Loan Document. For avoidance of doubt, the Grantor and the Administrative Agent hereby acknowledge and agree that this Security Agreement is a Loan Document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MODERN HC PHARMACY, INC., a Delaware corporation

By: Vincent Cook
Name: Vincent Cook
Title: Chief Financial Officer

BIOFUSION, LLC, a California limited liability company

By: Vincent Cook
Name: Vincent Cook
Title: Chief Financial Officer

INFUSION SERVICES, LLC, an Alabama limited liability company

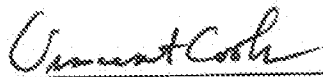
By: Vincent Cook
Name: Vincent Cook
Title: Chief Financial Officer

INFUSION THERAPY OF TEXAS, LLC, a Texas limited liability company

By: Vincent Cook
Name: Vincent Cook
Title: Chief Financial Officer

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TLCRx, LLC, a Delaware limited liability company

By: 


Name: Vincent Cook

Title: Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: 
Name: Ben Ammon
Title: Director

[MODERN HC – Trademark Security Agreement]

TRADEMARK
REEL: 005626 FRAME: 0434

SCHEDULE I

Trademarks and Trademark Licenses

Owned Marks

Mark	Last Listed Owner	Jurisdiction	Ser. No. Reg. No.
	BioFusion, LLC	U.S.	85/147,886 3,988,887
MODERN HEALTH	Borrower	U.S.	74/595,868 2,103,771
MODERN	Borrower	U.S.	74/595,871 2,103,772
	Borrower	U.S.	74/405,620 1,906,823
	Borrower	U.S.	85/147,959 4,027,972
	Borrower	U.S.	85/147,964 4,027,973
BIOFUSION	BioFusion, LLC	U.S.	86/753,353
	Infusion Therapy of Texas, LLC	U.S.	86/753,371
MODERNHEALTH	Borrower	U.S.	86/753,336
	Infusion Services, LLC	U.S.	86/753,356
MODERN QUALITY INSTITUTE	Borrower	U.S.	86/753,373
TLCRX	TLCRx, LLC	U.S.	86/753,347