

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RITZMAN PHARMACIES, INC.		09/09/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	ALOSTAR BANK OF COMMERCE		
Street Address:	3630 PEACHTREE ROAD, N.E.		
Internal Address:	SUITE 1050		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	A STATE BANKING INSTITUTION: ALABAMA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86878133	RITZMAN RESTORES	
Serial Number:	86878146	RITZMAN REVIVES	
Serial Number:	86909101	IN Q PAK	
Serial Number:	86878113	RITZMAN PHARMACY	
Serial Number:	86878123	RITZMAN REMEDIES	
Serial Number:	87131971	THE REFRESHINQ CO	
CORRESPONDENCE DATA			
Fax Number:	6785532602		
<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:	(678) 553-2601		
Email:	jimmarl@gtlaw.com		
Correspondent Name:	LaShana C. Jimmar, Paralegal		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	3333 Piedmont Road, NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	133287.012000		
NAME OF SUBMITTER:	LaShana C. Jimmar		

CH \$165.00 86878133

SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	09/13/2016
Total Attachments: 5 source=ALOSTAR BANK-RITZMAN - Trademark Security Agreement#page1.tif source=ALOSTAR BANK-RITZMAN - Trademark Security Agreement#page2.tif source=ALOSTAR BANK-RITZMAN - Trademark Security Agreement#page3.tif source=ALOSTAR BANK-RITZMAN - Trademark Security Agreement#page4.tif source=ALOSTAR BANK-RITZMAN - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of September 9, 2016, is made by **RITZMAN PHARMACIES, INC.**, an Ohio corporation ("Borrower"), in favor of **ALOSTAR BANK OF COMMERCE**, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama ("Lender").

Recitals

Borrower, VAR INCORPORATED and Lender are parties to a Loan and Security Agreement dated as of the date hereof (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement"), pursuant to which Borrower granted Lender a security interest in all or substantially all of its assets.

Borrower has agreed to execute this Agreement to further evidence the grant to Lender of a security interest in the Trademarks.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit A**.

2. Security Interest. Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale (upon the occurrence of an Event of Default) to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Borrower' Use of the Trademarks. Borrower shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default exists.

4. Remedies. While an Event of Default exists and is continuing, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

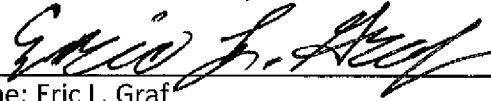
(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

5. Miscellaneous. Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

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IN WITNESS WHEREOF, Borrower has executed this Trademark Security Agreement as of the date first written above.

RITZMAN PHARMACIES, INC.

By: 

Name: Eric L. Graf

Title: Chief Executive Officer

[TRADEMARK SECURITY AGREEMENT - RITZMAN]

TRADEMARK
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EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

FEDERAL REGISTRATIONS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
Ritzman Restores	86878133	01/18/2016	5030985	08/30/2016
Ritzman Revives	86878146	01/18/2016	5030989	08/30/2016
In Q Pak	86909101	02/16/2016	5031972	08/30/2016

FEDERAL APPLICATIONS

Mark	Serial No.	Filing Date
Ritzman Pharmacy	86878113	01/18/2016
Ritzman Remedies	86878123	01/18/2016
The Refreshing Co	87131971	08/09/2016

COLLECTIVE MEMBERSHIP MARKS

None

OHIO REGISTRATIONS

Trade Names and Service Marks are all with the State of Ohio except as where noted (owned by Ritzman Pharmacies)

<u>Trade Name</u>	<u>Reg. No.</u>	<u>Original Reg. Date</u>	<u>Last Filing Date</u>
Ritzman Pharmacy	RN127187	11/07/1989	07/19/2014
Ritzman Pharmacies, Inc.	668611	10/01/1985	N/A
Ritzman Family Pharmacy Center	RN199013	03/06/1995	11/11/2014

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Ritzman Rx Express	1111595	10/08/1999	06/23/2014
Ritzman Infusion Services	RN144770	05/01/1991	02/04/2016
Rittman Pharmacies	RN90559	12/18/1985	08/26/2015
The Refreshing Co	3936748	09/01/2016 (filed)	09/01/2016
The Refreshing Patch Co	3936750	09/01/2016 (filed)	09/01/2016
The Refreshing Packing Co	3936746	09/01/2016 (filed)	09/01/2016

Service Mark **Reg. No.** **Original Reg. Date** **Last Filing Date**

Feel Right at Home	SM99569	09/10/1997	05/27/2007
Med-Dose Services	1596740	04/01/2005	12/04/2015
Ritzman Natural Health Pharmacy w/disclaimer	SM99636	10/20/1997	07/13/2007
Ritzman Natural Health Pharmacy w/disclaimer	1741845	11/26/2007	11/26/2007
Combining Education and Healthcare for Healthier Living	1179727	08/01/2000	04/28/2010
Combing Education and Healthcare for Healthier Living	1179729	06/15/1997	04/28/2010

Not Active

Ritz Bears	1340893	09/13/2002	09/04/2012
Four Pillars of Health	1340905	01/01/1999	09/04/2012

Trade Names and Service Marks are all with the State of Ohio (owned by VAR Incorporated)

Trade Name **Reg. No.** **Original Reg. Date** **Last Filing Date**

A Tradition of Quality Solutions	RN157215	04/27/1992	02/07/2012
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