

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medicine-On-Time LLC		09/12/2022	Limited Liability Company: DELAWARE
Star MTM, LLC		09/12/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1636062	MEDICINE-ON-TIME	
Registration Number:	6548102	CSS HEALTH	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	09/19/2022		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of September 12, 2022 by and among Medicine-On-Time LLC, a Delaware limited liability company (“Medicine-On-Time”), Star MTM, LLC, a Delaware limited liability company (“Star MTM”; together with Medicine-On-Time, each a “Grantor” and collectively, the “Grantors”), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Secured Creditors (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has, by joinder or supplement, become party to that certain Pledge and Security Agreement, dated February 3, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Creditors, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the “Collateral”), as collateral security for the Secured Obligations,

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Creditors, a continuing security interest in the Collateral as collateral security for the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (or in the Credit Agreement referenced and defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Trademark Security Agreement and the rights and duties of the parties hereto shall be construed and determined in accordance with, the laws of the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction.

[Remainder of page intentionally left blank]

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

MEDICINE-ON-TIME LLC,
a Delaware limited liability company

By: Terry Enslow
Name: Terry Enslow
Title: President and Chief Financial Officer

STAR MTM, LLC,
a Delaware limited liability company

By: Terry Enslow
Name: Terry Enslow
Title: President and Chief Financial Officer

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner/ Applicant</u>
MEDICINE-ON-TIME	1636062	26-FEB-1991	Medicine-On-Time LLC ¹
CSS HEALTH	6548102	02-NOV-2021	Star MTM, LLC

¹ Record owner to be updated post-closing to Medicine-On-Time LLC.