

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRIME THERAPEUTICS LLC		12/02/2022	Limited Liability Company: DELAWARE
4-D PHARMACY MANAGEMENT SYSTEMS, LLC		12/02/2022	Limited Liability Company: MICHIGAN
MAGELLAN RX PHARMACY, LLC		12/02/2022	Limited Liability Company: DELAWARE
VERIDICUS HOLDINGS, LLC		12/02/2022	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., as Administrative Agent		
Street Address:	320 South Canal		
Internal Address:	15th Floor East		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	97587027	HUB + HOME	
Serial Number:	97451038	BEST IN CARE	
Serial Number:	90692070	HUB AND HOME	
Serial Number:	90793338	HIGHTOUCHRX	
Serial Number:	90752637	MEDSYOURWAY	
Serial Number:	90881307	INTEGRATEDRX	
Serial Number:	88051522	GH360	
Serial Number:	86428844	90DAYMYWAY	
Serial Number:	85340858	GUIDEDHEALTH	
Serial Number:	77364321	PRIME THERAPEUTICS	
Serial Number:	77364304	PRIME THERAPEUTICS	
Serial Number:	77354696		

CH \$790.00 97587027

Property Type	Number	Word Mark
Serial Number:	77085749	PRIME THERAPEUTICS
Serial Number:	76320254	PRIMEREPORTER
Serial Number:	76316494	PRIMEMAIL
Serial Number:	74720611	PRIME THERAPEUTICS
Serial Number:	85664515	4D
Serial Number:	85664511	4D
Serial Number:	76391268	PARTNERS RX
Serial Number:	76391267	PRX
Serial Number:	97512308	VRX
Serial Number:	87134194	VRX BY MAIL
Serial Number:	86489823	
Serial Number:	86489822	
Serial Number:	86489848	VRX
Serial Number:	86489826	V RX
Serial Number:	86489845	VRX PHARMACY
Serial Number:	86489844	VRX PHARMACY
Serial Number:	86489836	VRX PHARMACY
Serial Number:	86489813	VERIDICUS CONSULTING
Serial Number:	86489808	VERIDICUS CONSULTING

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3127018637

Email: ipdocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: 71 S. Wacker Drive

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	22708248
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	12/02/2022

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) dated as of December 2, 2022, is by PRIME THERAPEUTICS LLC, a Delaware limited liability company (the “Prime”), 4-D PHARMACY MANAGEMENT SYSTEMS, LLC, a Michigan limited liability company (the “4-D Pharmacy”), MAGELLAN RX PHARMACY, LLC, a Delaware limited liability company (the “MRM”), and VERIDICUS HOLDINGS, LLC, a Utah limited liability company (together with Prime, 4-D Pharmacy and MRM, each a “Grantor” and, collectively, the “Grantors”), in favor of BMO HARRIS BANK N.A., a national banking association, as Administrative Agent for the Secured Parties (in such capacity, the “Grantee”).

WITNESSETH:

WHEREAS, the Grantors have entered into that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect, the “Credit Agreement”) with the Grantee, pursuant to which the Grantee and the Lenders have agreed to make certain financial accommodations to the Grantors;

WHEREAS, in connection with the Credit Agreement, the Grantors and the Grantee have entered into that certain Pledge and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and to induce the Grantee to enter into the Credit Agreement and to induce the Grantee to make extensions of credit to the Grantors pursuant to the Credit Agreement, each Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

2.1 all of its trademarks, uniform resource locations (URLs), internet domain names, service marks, sound marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each of the foregoing set forth in Section 2.1 and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; and

2.3 all proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any intellectual property License, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any intellectual property license.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement secures the payment and performance of the Obligations. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterpart signature pages, each of which shall constitute an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telecopy, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement and such counterpart shall be deemed to be an original hereof.

Section 6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement, and the rights and duties of the parties hereto, shall be governed by and construed and determined in accordance with the internal laws of the State of New York.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each 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.

PRIME THERAPEUTICS LLC, as a Grantor

By: _____

Name: Chris Knibb

Title: Chief Financial Officer

4-D PHARMACY MANAGEMENT SYSTEMS, LLC, as a Grantor

By: _____

Name: Chris Knibb

Title: Chief Financial Officer

MAGELLAN RX PHARMACY, LLC, as a Grantor

By: _____

Name: Mostafa Kamal

Title: President, Board of Managers

VERIDICUS HOLDINGS, LLC, as a Grantor

By: _____

Name: Chris Knibb

Title: Chief Financial Officer

IN WITNESS WHEREOF, each 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.

PRIME THERAPEUTICS LLC, as a Grantor

By: _____

Name: Mike Kolar

Title: Secretary

By: _____

Name: Chris Knibb

Title: Chief Financial Officer

**4-D PHARMACY MANAGEMENT
SYSTEMS, LLC**, as a Grantor

By: _____

Name: Chris Knibb

Title: Chief Financial Officer

MAGELLAN RX PHARMACY, LLC, as a
Grantor

By:  _____

Name: Mostafa Kamal

Title: President, Board of Managers

VERIDICUS HOLDINGS, LLC, as a Grantor

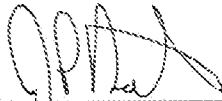
By: _____

Name: Chris Knibb

Title: Chief Financial Officer


Acknowledged:

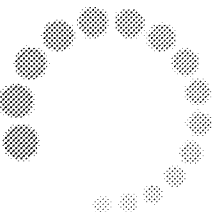
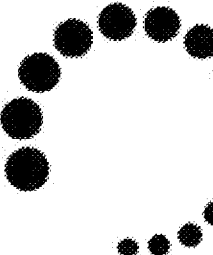
BMO HARRIS BANK N.A., as Grantee

By: 
Name: Pierce Norton
Title: Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

GRANTOR	WORD MARK	SERIAL NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
Prime Therapeutics LLC	HUB + HOME	97587027	09/12/2022	N/A	N/A
Prime Therapeutics LLC	BEST IN CARE	97451038	06/09/2022	N/A	N/A
Prime Therapeutics LLC	HUB AND HOME	90692070	05/05/2021	6805350	07/26/2022
Prime Therapeutics LLC	HIGHTOUCHRX	90793338	06/24/2021	6791625	07/12/2022
Prime Therapeutics LLC	MEDSYOURWAY	90752637	06/03/2021	6776569	06/28/2022
Prime Therapeutics LLC	INTEGRATEDRX	90881307	08/13/2021	N/A	N/A
Prime Therapeutics LLC	GH360	88051522	07/25/2018	5802149	07/09/2019
Prime Therapeutics LLC	90DAYMYWAY	86428844	10/20/2014	4905931	02/23/2016

Prime Therapeutics LLC	GUIDEDHEALTH	85340858	06/08/2011	4302062	03/12/2013
Prime Therapeutics LLC	PRIME THERAPEUTICS	77364321	01/04/2008	3445097	06/10/2008
Prime Therapeutics LLC	PRIME THERAPEUTICS	77364304	01/04/2008	3445096	06/10/2008
Prime Therapeutics LLC		77354696	12/18/2007	3445094	06/10/2008
Prime Therapeutics LLC					
Prime Therapeutics LLC	[design only] PRIME THERAPEUTICS	77085749	01/18/2007	3375060	01/29/2008
Prime Therapeutics LLC	PRIMEREPORTER	76320254	10/01/2001	3165531	10/31/2006
Prime Therapeutics LLC	PRIMEMAIL	76316494	09/24/2001	2851324	06/08/2004
Prime Therapeutics LLC	PRIME THERAPEUTICS	74720611	08/24/1995	2063970	05/20/1997
4-D Pharmacy Management Systems, LLC	4D	85664515	06/28/2012	5008311	07/26/2016

4-D Pharmacy Management Systems, LLC	4D		85664511	06/28/2012	5054835	07/26/2016
Magellan Rx Management, LLC	PARTNERS RX	[design only]	76391268	04/04/2002	2734192	07/08/2003
Magellan Rx Management, LLC	PRX		76391267	04/04/2002	2731574	07/01/2003
Veridicus Holdings, LLC	VRX		97512308	07/20/2022	N/A	N/A
Veridicus Holdings, LLC	VRX BY MAIL		87134194	08/10/2016	5170537	03/28/2017
Veridicus Holdings, LLC			86489823	12/23/2014	5041920	09/13/2016
Veridicus Holdings, LLC			86489822	12/23/2014	5041919	09/13/2016

	[design only]					
Veridicus Holdings, LLC	VRX	86489848	12/23/2014	4887980	01/19/2016	
Veridicus Holdings, LLC	V RX	86489826	12/23/2014	4887973	01/19/2016	
Veridicus Holdings, LLC	VRX PHARMACY	86489845	12/23/2014	4887979	01/19/2016	
Veridicus Holdings, LLC	VRX PHARMACY	86489844	12/23/2014	4887978	01/19/2016	
Veridicus Holdings, LLC	VRX PHARMACY	86489836	12/23/2014	4802913	09/01/2015	
Veridicus Holdings, LLC	VERIDICUS CONSULTING	86489813	12/23/2014	4925143	03/29/2016	
Veridicus Holdings, LLC	VERIDICUS CONSULTING	86489808	12/23/2014	4925142	03/29/2016	

TRADEMARK

REEL: 007907 FRAME: 0588

RECORDED: 12/02/2022