

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766183

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALERACARE INTERMEDIATE, LLC		11/07/2022	Limited Liability Company: DELAWARE
PROJECT AURA HOLDINGS, INC.		11/07/2022	Corporation: DELAWARE
UNICARE PHARMACY, INC.		11/07/2022	Corporation: CALIFORNIA
ALERACARE ARIZONA PHARMACY, LLC		11/07/2022	Limited Liability Company: DELAWARE
ALERACARE WHOLESAL, LLC		11/07/2022	Limited Liability Company: ARIZONA
ALERACARE HUB SERVICES, INC.		11/07/2022	Corporation: DELAWARE
ALERACARE AIC, LLC		11/07/2022	Limited Liability Company: DELAWARE
ALERACARE OF NEW MEXICO, INC.		11/07/2022	Corporation: DELAWARE
ALERACARE OF UTAH, INC.		11/07/2022	Corporation: DELAWARE
ALERACARE OF IDAHO, INC.		11/07/2022	Corporation: DELAWARE
ALERACARE MSO, INC.		11/07/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	MIDCAP FUNDING IV TRUST
Street Address:	7255 Woodmont Ave., Suite 200
City:	Bethesda
State/Country:	UNITED STATES
Postal Code:	20814
Entity Type:	Statutory Trust: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5197533	MEDICORX
Registration Number:	5135447	MEDICO RX SPECIALTY & HOME INFUSION PHAR
Registration Number:	4761186	VASCO RX
Serial Number:	88905067	ALERACARE WHOLESAL
Serial Number:	88332411	ALERACARE

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 7036106200*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:** 7036106100**Email:** DCTrademark@hoganlovells.com**Correspondent Name:** Greta D. Feldman of Hogan Lovells US LLP**Address Line 1:** 8350 Broad Street, 17th Floor**Address Line 2:** Attn: Box Intellectual Property**Address Line 4:** Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP
SIGNATURE:	/Greta D. Feldman/
DATE SIGNED:	11/07/2022

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 7th day of November, 2022 by and among **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent"), **ALERACARE INTERMEDIATE, LLC**, a Delaware limited liability company ("AleraCare Intermediate"), **PROJECT AURA HOLDINGS, INC.**, a Delaware corporation ("Aura Holdings"), **UNICARE PHARMACY, INC.**, a California corporation ("Unicare"), **ALERACARE ARIZONA PHARMACY, LLC** a Delaware limited liability company ("Vitalab Asset Buyer"), **ALERACARE WHOLESALE, LLC**, an Arizona limited liability company ("AleraCare Wholesale"), **ALERACARE HUB SERVICES, INC.**, a Delaware corporation ("AleraCare Hub"), **ALERACARE AIC, LLC**, a Delaware limited liability company ("Vasco Asset Buyer"), **ALERACARE OF NEW MEXICO, INC.**, a Delaware corporation ("AleraCare New Mexico"), **ALERACARE OF UTAH, INC.**, a Delaware corporation ("AleraCare Utah"), **ALERACARE OF IDAHO, INC.**, a Delaware corporation ("AleraCare Idaho"), and **ALERACARE MSO, INC.**, a Delaware corporation ("MSO" together with AleraCare Intermediate, Aura Holdings, Unicare, Vitalab Asset Buyer, AleraCare Wholesale, AleraCare Hub, Vasco Asset Buyer, AleraCare New Mexico, AleraCare Utah, AleraCare Idaho, and any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit, Security and Guaranty Agreement, by and between Agent, the Lenders, the Grantors and the other parties party thereto dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or

held, including without limitation those set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Patents”);

(e) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Trademarks”);

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, SUBMISSION TO JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTION 13.8 AND SECTION 13.9 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.


This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:


PROJECT AURA HOLDINGS, INC.


By: _____
Name: Andrew Goldman
Title: Authorized Person

Address:

c/o Hildred Capital Management, LLC
45 Fifth Avenue, Suite 1701
New York, New York 10151
Attention: Stephen Hallenbeck
Email: shallenbeck@hildredcapital.com

**ALERACARE INTERMEDIATE, LLC
UNICARE PHARMACY, INC.
ALERACARE ARIZONA PHARMACY,
LLC
ALERACARE WHOLESALE, LLC
ALERACARE HUB SERVICES, INC.
ALERACARE AIC, LLC
ALERACARE OF NEW MEXICO, INC.
ALERACARE OF UTAH, INC.
ALERACARE OF IDAHO, INC.
ALERACARE MSO, INC.**


By: _____
Name: Andrew Goldman
Title: Authorized Person

Address:

c/o Hildred Capital Management, LLC
45 Fifth Avenue, Suite 1701
New York, New York 10151
Attention: Stephen Hallenbeck
Email: shallenbeck@hildredcapital.com

AGENT:

MIDCAP FUNDING IV TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

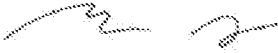
By: 
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT C

Trademarks

<u>Description</u>	<u>Grantor</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ALERACARE WHOLESALE	Project Aura Holdings, Inc.	May 7, 2020	88/905,067	Pending	Pending
ALERACARE	Project Aura Holdings, Inc.	March 8, 2019	88/332,411	Pending	Pending
MEDICORX	Unicare Pharmacy, Inc.	November 19, 2015	86/826,117	5,197,533	May 2, 2017
MEDICO RX SPECIALTY & HOME INFUSION PHARMACY	Unicare Pharmacy, Inc.	November 19, 2015	86/826,050	5,135,447	February 7, 2017
VASCO RX	AleraCare Arizona Pharmacy, LLC	January 10, 2014	86/162,536	4,761,186	June 23, 2015
THE COMPOUNDING CENTER PHARMACY OF ARIZONA	AleraCare Arizona Pharmacy, LLC	May 24, 2013	573147	573147	
VASCO RX	AleraCare Arizona Pharmacy, LLC	February 6, 2014	639913	639913	