

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM824078

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Exact Care Pharmacy, LLC		07/13/2023	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital One, National Association, as Administrative Agent		
<b>Street Address:</b>	2 Bethesda Metro Center		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6103878	CHRONIC CARE PHARMACY-AT-HOME	
<b>Registration Number:</b>	5593955	EXACTCARE	
<b>Registration Number:</b>	5529243	MYECP	
<b>Registration Number:</b>	4253221	EXACTCARE PHARMACY	
<b>Registration Number:</b>	4234080	EXACTPACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>			
<b>Phone:</b>	4045723728		
<b>Email:</b>	AAmicoOlchaskey@KSLAW.com		
<b>Correspondent Name:</b>	Angela Amico Olchaskey		
<b>Address Line 1:</b>	1180 Peachtree Street, NE   Suite 1600		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Angela Amico Olchaskey		
<b>SIGNATURE:</b>	/AngelaAmicoOlchaskey/		
<b>DATE SIGNED:</b>	07/13/2023		

CH \$140.00 6103878

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of July 13, 2023 (this “**Trademark Security Agreement**”), by EXACT CARE PHARMACY, LLC, an Ohio limited liability company (the “**Grantor**”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

**WITNESSETH:**

WHEREAS, the Grantor is a party to that certain Security Agreement, dated as of July 13, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to such terms in the Security Agreement and the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: (a) the Trademarks of the Grantor listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized thereby, (c) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (d) all rights to sue for past, present and future infringements, dilutions or other violations thereof, and (e) all other rights, priorities, and privileges accruing thereunder or pertaining thereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable

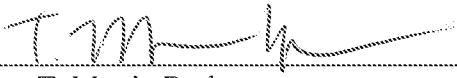
form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

*[Remainder of page intentionally left blank; signature pages follow]*

EXACT CARE PHARMACY, LLC, as Grantor

By: \_\_\_\_\_

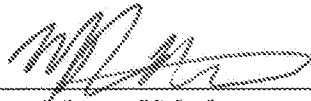
Name: T. Martin Butler

Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008131 FRAME: 0714**

**CAPITAL ONE, NATIONAL ASSOCIATION,**  
as the Administrative Agent

By:   
Name: Mason Valadez  
Title: Duly Authorized Signatory

**Schedule I  
Trademark Registrations and Use Applications**

**Registrations:**

Owner	Mark/Name	Registration No.
Exact Care Pharmacy, LLC	CHRONIC CARE PHARMACY-AT- HOME	6103878
Exact Care Pharmacy, LLC	EXACTCARE	5593955
Exact Care Pharmacy, LLC	MYECP	5529243
Exact Care Pharmacy, LLC	ExactCare Pharmacy	4253221
Exact Care Pharmacy, LLC	ExactPack	4234080

**Applications:**

Owner	Mark/Name	Application No.
None		