

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871544

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900830255		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medley Pharmacy Inc.		01/18/2024	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Cyprium Investors V AIV I LP, As Agent		
Street Address:	200 Public Square, Suite 2020		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	98318817	CHOICE RX	
Serial Number:	98318839	CHOICE RX SOLUTIONS	
Serial Number:	98318865	CHOICE SOLUTIONS RX	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<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:	216-861-7184		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	Brian A. Bulson		
Address Line 1:	127 Public Square, Suite 2000, Key Tower		
Address Line 2:	BakerHostetler		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	044513.000044		
NAME OF SUBMITTER:	Brian A. Bulson		
SIGNATURE:	/Brian A. Bulson/		
DATE SIGNED:	01/26/2024		
Total Attachments: 6			

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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated November 30, 2023 among OneroRx, Inc. and its subsidiaries (collectively, the "Companies"), Wells Fargo Bank, National Association ("Senior Lender"), Cyprium Investors V AIV I LP (in its capacity as agent and lender), and Cyprium Parallel Investors V LP, to the indebtedness (including interest) owed by the Companies pursuant to the Credit Agreement dated as of November 30, 2023 among the Companies and Senior Lender, as such Credit Agreement has been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18th day of January, 2024 by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Cyprium Investors V AIV I LP, a Delaware limited partnership, as agent (in such capacity, "Agent") on behalf of Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of November 30, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among OneroRx, Inc., a Delaware corporation ("Borrower"), Local Health Inc., a Delaware corporation ("Local Health"), Local Health Indiana, Inc., a Delaware corporation ("Local Indiana"), CurativeShop Inc., a Delaware corporation ("CurativeShop"), Local Health Specialty, Inc., a Delaware corporation ("Local Specialty"), Local Health Corp Services, Inc., a Delaware corporation ("Local Corp"), Victory Rx, Inc., an Illinois corporation ("Victory"), Peterson Pharmacy, Inc., a Wisconsin corporation ("Peterson"), GRX Holdings, LLC, an Iowa limited liability company ("GRX"), Medley Pharmacy, Inc., a Missouri corporation ("Medley"), Clio Road Pharmacy, Inc., a Missouri corporation ("Clio"), Local Health Houston, Inc., a Delaware corporation ("Local Houston"), J and M Pharmacy, Inc., an Illinois corporation ("J and M"), Bellicose International, Inc., a Wisconsin corporation ("Bellicose"), Pharma340, LLC, an Iowa corporation ("Pharma340"), Palmco, Inc., a Missouri corporation ("Palmco"), Schott's Pharmacy, Inc., an Illinois corporation ("Schotts"), Oakland Pharmacy, Inc., an Iowa corporation ("Oakland"), Platz Enterprises, Inc., a Missouri corporation ("Platz"), Hwang Pharmacy, Inc., an Illinois corporation ("Hwang"), Sinks Pharmacy Select, LLC, a Missouri limited liability company ("Sinks"), Forbes Pharmacy, Corp., an Iowa corporation ("Forbes"), Local Health Wisconsin, Inc., a Delaware corporation ("Local Wisconsin"), Local Health Iowa, Inc., a Delaware corporation ("Local Iowa"), Local Health Missouri, Inc., a Delaware corporation ("Local Missouri"), Local Health Michigan, Inc., a Delaware corporation ("Local Michigan"), and Wood River Pharmacy, Inc., a Wisconsin corporation ("Wood River," and together with Local Health, Local Indiana, CurativeShop, Local Specialty, Local Corp, Victory, Peterson, GRX, Medley, Clio, Local Houston, J and M, Bellicose, Pharma340, Palmco, Schotts, Oakland, Platz, Hwang, Sinks, Forbes, Local Wisconsin, Local Iowa, Local Missouri and Local Michigan and their respective successors and assigns, and any other entity that may hereafter become a Guarantor, individually, each a "Guarantor" and collectively, "Guarantors," and together with Borrower, individually, a "Grantor" and collectively, "Grantors"), Cyprium Investors V AIV I LP, a Delaware limited partnership ("Cyprium V"), as a lender, Cyprium Parallel Investors V LP, a Delaware limited partnership ("Cyprium Parallel" and, collectively with Cyprium V, "Lenders" and, individually, a "Lender"), and Agent, as agent on behalf of Lenders;

WHEREAS, pursuant to the financial accommodations provided to Borrower in the Credit Agreement, and the other Loan Documents, Grantors have executed and delivered to Agent the Security Agreement, dated as of November 30, 2023, by and among Grantors and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, on behalf of the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) 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 Trademark Intellectual Property License.

3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or the Lenders, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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, Security Agreement shall control.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MEDLEY PHARMACY INC.

By: Joseph R. Durkin
Name: Joseph R. Durkin
Title: CEO

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CYPRIMUM INVESTORS V AIV I LP, a
Delaware limited partnership

By: Cyprimum V Management LLC,
its General Partner

By: Cyprimum Investment Partners LLC,
its Manager

By: _____
Name: Beth Haas
Title: Partner

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MEDLEY PHARMACY INC.

By: _____
Name: _____
Title: _____

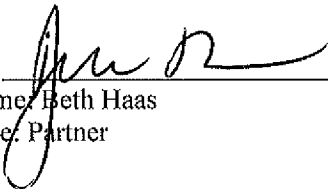
AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CYPRIMUM INVESTORS V AIV I LP, a
Delaware limited partnership

By: Cyprimum V Management LLC,
its General Partner

By: Cyprimum Investment Partners LLC,
its Manager


By:  _____
Name: Beth Haas
Title: Partner

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (CYPRIMUM - MEDLEY)]

TRADEMARK
REEL: 008327 FRAME: 0434

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Medley Pharmacy Inc.	United States	CHOICE RX	US TM Application Serial No.: 98318817	December 18, 2023
Medley Pharmacy Inc.	United States	CHOICE RX SOLUTIONS	US TM Application Serial No: 98318839	December 18, 2023
Medley Pharmacy Inc.	United States		US TM Application Serial No: 98318865	December 18, 2023