

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCRIP PRODUCTS CORPORATION		07/18/2014	CORPORATION: DELAWARE
ADVANTAGE MEDICAL EQUIPMENT & SUPPLY, INC.		07/18/2014	CORPORATION: INDIANA
SCRIP, INC.		07/18/2014	CORPORATION: ILLINOIS
ALLEGRO ENTERPRISES, INC.		07/18/2014	CORPORATION: ARIZONA
SCRIP HOLDING COMPANY		07/18/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, NATIONAL ASSOCIATION		
Street Address:	28 STATE STREET		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3226158	ORGANIC NATURALS	
Registration Number:	2729160	PRO-MED PRODUCTS	
Registration Number:	2515251	SCRIP	
Registration Number:	4386487	LOTUS TOUCH	
Registration Number:	4386488	LOTUS TOUCH	
Registration Number:	2524415	SCRIP	
Registration Number:	4068104	PROMED PRODUCTS XPRESS MOVING YOU FORWAR	
Registration Number:	3783451	NRG	
Registration Number:	3816366	NRG ENERGY MASSAGE TABLES	
Registration Number:	4163886	MASSAGE FX	
Registration Number:	4167062	MASSAGE FX	
Registration Number:	4315001	KÜR	
Registration Number:	4474840	MASSAGE WAREHOUSE	
Registration Number:	4475378	MASSAGE WAREHOUSE & SPA ESSENTIALS	
		TRADEMARK	

CH \$540.00 3226158

Property Type	Number	Word Mark
Registration Number:	4534567	MASSAGE WAREHOUSE SANCTUARY
Registration Number:	4537584	SCRIPHESSCO
Registration Number:	4537586	S SCRIP HESSCO
Registration Number:	3271146	HELP FOR HOME
Registration Number:	3278516	HELP FOR HOME PATIENT REHAB SUPPLIES TO
Registration Number:	2862804	SUPPORT
Registration Number:	3425867	ALLEGROMEDICAL

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: 3124565202

Email: MERLOK@GTLAW.COM

Correspondent Name: HOWARD E. SILVERMAN

Address Line 1: 77 WEST WACKER DRIVE, SUITE 3100

Address Line 2: GREENBERG TRAUIG, LLP

Address Line 4: CHICAGO, ILLINOIS 60601

NAME OF SUBMITTER: HOWARD E. SILVERMAN

SIGNATURE: /s/ Howard E. Silverman

DATE SIGNED: 07/24/2014

Total Attachments: 8

source=64958768_v 1_Scrip - Trademark Security Agreement#page1.tif

source=64958768_v 1_Scrip - Trademark Security Agreement#page2.tif

source=64958768_v 1_Scrip - Trademark Security Agreement#page3.tif

source=64958768_v 1_Scrip - Trademark Security Agreement#page4.tif

source=64958768_v 1_Scrip - Trademark Security Agreement#page5.tif

source=64958768_v 1_Scrip - Trademark Security Agreement#page6.tif

source=64958768_v 1_Scrip - Trademark Security Agreement#page7.tif

source=64958768_v 1_Scrip - Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") is entered into as of July 18, 2014, among the grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and CITIZENS BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent ("Agent") for itself and the other Lenders described below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the "Credit Agreement"), by and among SCRIP PRODUCTS CORPORATION, a Delaware corporation ("Scrip Products"), ADVANTAGE MEDICAL EQUIPMENT & SUPPLY, INC., an Indiana corporation ("Advantage"), SCRIP, INC., an Illinois corporation ("Scrip"), ALLEGRO ENTERPRISES, INC., an Arizona corporation ("Allegro", and together with Scrip Products, Advantage and Scrip, collectively, "Borrowers" and each a "Borrower"), the other Loan Parties party thereto, the financial institutions party thereto (the "Lenders") and Agent, the Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Borrowers;

WHEREAS, in order to induce Agent and the Lenders to enter into the Credit Agreement and other Loan Documents and to induce the Lenders to extend credit and/or other financial accommodations thereunder, Grantors have agreed to execute and deliver to Agent, for the benefit of the Lenders, that certain Guaranty and Security Agreement dated as of the date hereof (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, for the benefit of the Lenders, 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 capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority (subject to Permitted Encumbrances) security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired or arising in favor of such Grantor (collectively, the "Trademark Collateral");

(a) all of its Trademarks now or hereafter acquired or arising and registered, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed under any License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any Excluded Collateral, including, for the avoidance of doubt, any "intent-to-use" trademark application until such time as a statement of use has been filed with and accepted by the United States Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all 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, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent in accordance with the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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 may be executed in any number of counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all

previous agreements and understandings, oral or written, relating to the subject matter hereof. This Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been Paid in Full.

9. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

10. FORUM SELECTION AND CONSENT TO JURISDICTION. EACH PARTY HERETO HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE LITIGATED IN SUCH COURTS; PROVIDED THAT NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. EACH PARTY HERETO EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES ANY DEFENSE OF FORUM NON

CONVENIENS. EACH PARTY HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PARTY BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH PARTY, AT THE ADDRESS SET FORTH IN THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

11. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR AND AGENT HEREBY WAIVES THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

[Signatures Immediately Follow]

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.

GRANTORS:

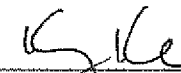
SCRIP PRODUCTS CORPORATION

By: 
Name: Kray Kibler
Title: President and Treasurer

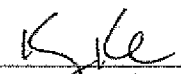
ADVANTAGE MEDICAL EQUIPMENT &
SUPPLY, INC.

By: 
Name: Kray Kibler
Title: President and Treasurer

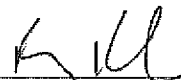
SCRIP, INC.

By: 
Name: Kray Kibler
Title: President and Treasurer

ALLEGRO ENTERPRISES, INC.

By: 
Name: Kray Kibler
Title: President and Treasurer

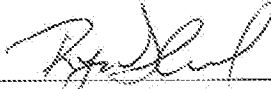
SCRIP HOLDING CORPORATION

By: 
Name: Kray Kibler
Title: President and Treasurer

Signature Page to Trademark Security Agreement

ACKNOWLEDGED AND
AGREED:

CITIZENS BANK, NATIONAL ASSOCIATION, as
Agent

By: 
Name: Ryan C. Goodband
Title: Director

Signature Page to Trademark Security Agreement

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Scrip, Inc.	3,226,158	Unavailable	3,226,158	18-Jan-2006	03-Apr-2007
Scrip, Inc.	2,729,160	Unavailable	2,729,160	28-Jan-2002	24-June-2003
Scrip, Inc.	2,515,251	Unavailable	2,515,251	30-Mar-2001	04-Dec-2001
Scrip, Inc.	4,386,487	Unavailable	4,386,487	06-June-2012	20-Aug-2013
Scrip, Inc.	4,386,488	Unavailable	4,386,488	06-June-2012	20-Aug-2013
Scrip, Inc.	2,524,415	Unavailable	2,524,415	03-May-2000	01-Jan-2002
Scrip, Inc.	4,068,104	Unavailable	4,068,104	12-May-2010	06-Dec-2011
Scrip, Inc.	3,783,451	Unavailable	3,783,451	27-Mar-2009	04-May-2010
Scrip, Inc.	3,816,366	Unavailable	3,816,366	27-Mar-2009	13-Jul-2010
Scrip, Inc.	4,163,886	Unavailable	4,163,886	04-October-2011	26-June-2012
Scrip, Inc.	4,167,062	Unavailable	4,167,062	04-October-2011	03-July-2012
Scrip, Inc.	4,315,001	Unavailable	4,315,001	18-October-2011	02-April-2013
Scrip, Inc.	4,474,840	Unavailable	4,474,840	17-June-2013	28-January-2014
Scrip, Inc.	4,475,378	Unavailable	4,475,378	05-August-2013	28-January-2014
Scrip, Inc.	4,534,567	Unavailable	4,534,567	25-February-2013	20-May-2014
Scrip, Inc.	4,537,584	Unavailable	4,537,584	17-October-2013	27-May-2014

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Scrip, Inc.	4,537,586	Unavailable	4,537,586	17-October-2013	27-May-2014
Advantage Medical Equipment & Supplies, Inc.	3,271,146	Unavailable	3,271,146	04-October-2006	31-July-2007
Advantage Medical Equipment & Supplies, Inc.	3,278,516	Unavailable	3,278,516	04-October-2006	14-August-2007
Pro-Med Products, Inc.	2,862,804	Unavailable	2,862,804	26-Jun-2003	13-Jul-2004
Allegro Enterprises, Inc.	3,425,867	Unavailable	3,425,867	01-August-2007	13-May-2008

CHI 64865757V3