

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337488

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Diplomat Pharmacy, Inc. (d/b/a Diplomat Specialty Pharmacy) | | 04/01/2015 | CORPORATION: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | General Electric Capital Corporation | | |
| Street Address: | Two Bethesda Metro Center | | |
| Internal Address: | Suite 600 | | |
| City: | Bethesda | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4365666 | DIPLOMAT | |
| Serial Number: | 86212969 | ENVOYHEALTH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129847700 | | |
| <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: | 3123722000 | | |
| Email: | umattsson@mwe.com, kwalsh@mwe.com | | |
| Correspondent Name: | Kelly Walsh, McDermott Will & Emery LLP | | |
| Address Line 1: | 227 W. Monroe Street, Suite 4400 | | |
| Address Line 4: | Chicago, ILLINOIS 60606-5096 | | |
| ATTORNEY DOCKET NUMBER: | 079268-0014 | | |
| NAME OF SUBMITTER: | Ulrika E. Mattsson | | |
| SIGNATURE: | /Ulrika E. Mattsson/ | | |
| DATE SIGNED: | 04/07/2015 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2015, is made by Diplomat Pharmacy, Inc. (d/b/a Diplomat Specialty Pharmacy), a Michigan corporation (“Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of April 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to the Second Amended and Restated Guaranty and Security Agreement, dated as of April 1, 2015, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

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

(a) all of its Trademarks, excluding any “intent to use” Trademark application for which a statement of use has not been filed (but only until such statement

is filed) and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.]

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,


DIPLOMAT PHARMACY, INC.,
as Grantor

By: 
Name: Philip R. Hagerman
Title: Chief Executive Officer

ACKNOWLEDGMENT OF GRANTOR

State of Michigan)
County of Genesee) ss.

On this 31 day of March 2015, before me personally appeared Philip R. Hagerman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Diplomat Pharmacy, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



JESSICA ROBERTS
Notary Public, State of Michigan
County of Genesee
My Commission Expires Sep. 5, 2021
Acting in the County of Genesee

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005493 FRAME: 0719

ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By: *Karen M. Dahlquist*
Name: *Karen M. Dahlquist*
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Trademark | Registration Number | Serial Number | Status/Status Date | Owner | Filing Date | Registration Date | Full Goods/Services |
|-----------------------------|---------------------|---------------|----------------------------|--|---------------|-------------------|--|
| DIPLOMAT Diplomat | 4,365,666 | 85-589865 | Registered July 9, 2013 | Diplomat Pharmacy, Inc., dba Diplomat Specialty Pharmacy (Michigan Corp.) 4100 South Saginaw Street Flint, Michigan 48507 | April 5, 2012 | July 9, 2013 | (Int'l Class: 44) Pharmacy services, namely, dispensing of pharmaceuticals |

2. TRADEMARK APPLICATIONS

| Trademark | Registration Number | Serial Number | Status/Status Date | Owner | Filing Date | Registration Date | Full Goods/Services |
|-----------------------------------|---------------------|---------------|--------------------------------|--|---------------|-------------------|--|
| ENVOYHEALTH ENVOYHEALTH | n/a | 86-212969 | Published February 24, 2015 | Diplomat Pharmacy, Inc., dba Diplomat Specialty Pharmacy (Michigan Corp.) 4100 South Saginaw Street Flint, Michigan 48507 | March 6, 2014 | n/a | (Int'l Class: 35) Providing electronic healthcare administrative services, namely, administering pharmacy reimbursement programs and services via a global computer network; providing electronic healthcare administrative services, namely, business administration services in the field of healthcare via a global computer network |

3. IP LICENSES

None.