

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338009

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EXP Pharmaceutical Services Corp.		04/09/2015	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG
Street Address:	111 Madison
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4528557	MEDICAL DEVICE RENEWAL
Registration Number:	4530738	EXPIDENTIFY
Registration Number:	4258590	SINGLE COUNT PROGRAM
Registration Number:	4048478	EXP
Registration Number:	4013497	EXPHAZID
Registration Number:	3642794	EXP UNIVERSITY COMMITMENT TO EXCELLENCE.
Registration Number:	3507790	EXP PHARMACEUTICAL SERVICES CORP.
Registration Number:	2928113	DIFFERENT & BETTER
Registration Number:	2205663	SMARTSHIP
Serial Number:	86033623	EXPIDENTIFY
Serial Number:	86301741	MEDICAL DEVICE XCHANGE
Serial Number:	86301720	MDX

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

TRADEMARK

Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F155038

NAME OF SUBMITTER: Bina Nayee

SIGNATURE: /Bina Nayee/

DATE SIGNED: 04/13/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 9, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Credit Suisse AG, as Administrative Agent (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of January 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree 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 meaning given to them in the Security Agreement.

Section 2. *Grant of Security Interest*

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

Section 2.1 *Certain Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. *Security Agreement*

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. *Recordation*

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

Section 5. *Termination*

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

Section 6. *Governing Law*

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

Section 7. *Counterparts*

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**EXP PHARMACEUTICAL SERVICES
CORP.**

By: 

Name: L. David Mounts

Title: Chief Executive Officer

**CREDIT SUISSE, CAYMAN ISLANDS
BRANCH,
as Administrative Agent**

By: _____

Name:


JUDITH SMITH

Title:

AUTHORIZED SIGNATORY

By: _____

Name:


D. ANDREW MALETTA

Title:

AUTHORIZED SIGNATORY

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

US Trademark Registrations:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
EXP Pharmaceutical Services Corp.	Medical Device Renewal	4528557
EXP Pharmaceutical Services Corp.	EXPIDENTIFY	4530738
EXP Pharmaceutical Services Corp.	Single Count Program	4258590
EXP Pharmaceutical Services Corp.	EXP	4048478
EXP Pharmaceutical Services Corp.	EXPHAZID	4013497
EXP Pharmaceutical Services Corp.	EXP University Commitment to Excellence. Exp. "Different And Better"	3642794
EXP Pharmaceutical Services Corp.	EXP Pharmaceutical Services Corp.	3507790
EXP Pharmaceutical Services Corp.	Different & Better	2928113
EXP Pharmaceutical Services Corp.	Smartship	2205663

US Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>Reg. No.</u> (App. No.)	<u>Reg. Date</u> (App. Date)	<u>Status/</u> <u>Comments</u>
EXP Pharmaceutical Services Corp.	EXPIDENTIFY	86033623	8/9/13	Notice of Allowance (NOA) sent to the applicant on 11/25/14. Applicant must file a Statement of Use or Extension Request within six months of the NOA issuance date.
EXP Pharmaceutical Services Corp.	Medical Device Xchange	86301741	6/5/14	A non-final Office action has been sent to the applicant.
EXP Pharmaceutical Services Corp.	MDX	86301720	6/5/14	Approved by the examining attorney for publication but has not yet published for opposition