TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM455503

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DIPLOMAT PHARMACY, INC.		12/20/2017	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 S. DEARBORN ST., 7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3875888	DIPLOMAT SPECIALTY PHARMACY
Registration Number:	3859520	ENAV
Registration Number:	4365666	DIPLOMAT
Registration Number:	4734089	ENVOYHEALTH
Registration Number:	5297506	
Serial Number:	87052021	ENAV LIVE
Serial Number:	87052045	DIPLOMAT SPECIALTY INFUSION GROUP
Serial Number:	87550418	WRB AN ENVOYHEALTH COMPANY
Serial Number:	87550389	AFFINITY BIOTECH
Serial Number:	87550399	AFFINITY BIOTECH
Serial Number:	87009288	VERIFECT HEALTH

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212) 455-3222

Email: ksolomon@stblaw.com

Correspondent Name: ALEXANDER RAYTMAN, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

TRADEMARK

900433061 REEL: 006234 FRAME: 0792

CH \$290.00 3875888

Address Line 4: NEW	V YORK, NEW YORK 10017	
ATTORNEY DOCKET NUMBER:	509265/2093	
NAME OF SUBMITTER:	Alexander Raytman	
SIGNATURE:	/ar/	
DATE SIGNED:	12/21/2017	
Total Attachments: 6		
source=Diplomat Pharmacy, Inc TSA#page1.tif		
source=Diplomat Pharmacy, Inc TSA#page2.tif		
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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of December 20, 2017 (this "Agreement"), between Diplomat Pharmacy, Inc. (the "Grantor") and JPMorgan Chase Bank, N.A. ("JPMorgan"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of December 20, 2017, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Lenders from time to time party thereto and JPMorgan, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of December 20, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantor, the other Domestic Subsidiary Loan Parties from time to time party thereto and JPMorgan, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by Grantor or in, to or under which Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a)(i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and use based registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I and (ii) all goodwill associated therewith or symbolized thereby; and
- (b) all exclusive Trademark Licenses under which Grantor is a licensee, including those listed on Schedule I.

SECTION 3. <u>Collateral Agreement</u>. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DIPLOMAT PHARMACY, INC., as Grantor

by

Norne: Joel Saban Title: President

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A., as Administrative Agent,

by

Name:

le:

[Signature Page to Trademark Security Agreement]

SCHEDULE I

U.S. Trademark Registrations

Mark	Registration No.
DIPLOMAT SPECIALTY PHARMACY	3875888
ENAV	3859520
DIPLOMAT	4365666
ENVOYHEALTH	4734089
[Design only]	5297506

Use Based U.S. Trademark Applications

Mark	Application No.
[Design only] eNav Live®	87052021
Diplomat Specialty Infusion Group DIPLOMATA Management	87052045
[Design only]	87550418
[Design only] offinity biotech	87550389
Affinity Biotech	87550399
VERIFECT HEALTH	87009288

State Trademark Registrations

None.

Exclusive Trademark Licenses

None.

TRADEMARK REEL: 006234 FRAME: 0799

RECORDED: 12/21/2017