CH \$65.00 436

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM455916

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Healthcare Financial Solutions, LLC		12/20/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Diplomat Pharmacy, Inc.			
Doing Business As:	Diplomat Specialty Pharmacy			
Street Address:	100 South Saginaw Street			
City:	Flint			
State/Country:	MICHIGAN			
Postal Code:	48507			
Entity Type:	Corporation: MICHIGAN			

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark			
Registration Number:	4365666	DIPLOMAT			
Registration Number:	4734089	ENVOYHEALTH			

CORRESPONDENCE DATA

Fax Number: 7344184288

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: 7344184288

Email: jreitz@honigman.com

Correspondent Name: Julie E. Reitz

Address Line 1: 39400 Woodward Avenue, Suite 101
Address Line 4: Bloomfield Hills, MICHIGAN 48304

NAME OF SUBMITTER:	Julie E. Reitz
SIGNATURE:	/Julie E. Reitz/
DATE SIGNED:	12/26/2017

Total Attachments: 4

source=Diplomat Pharmacy - Trademark Release (2015 Filing)#page1.tif source=Diplomat Pharmacy - Trademark Release (2015 Filing)#page2.tif source=Diplomat Pharmacy - Trademark Release (2015 Filing)#page3.tif

TRADEMARK
REEL: 006236 FRAME: 0575

900433465

source=Diplomat Pharmacy - Trademark Release (2015 Filing)#page4.tif

TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This TERMINATION AND RELEASE OF TRADEMARK SECURITY INTERESTS, dated as of December 20, 2017 (this "Termination and Release"), is made by HEALTHCARE FINANCIAL SOLUTIONS, LLC, as Agent (the "Agent") as the successor administrative agent to General Electric Capital Corporation (the "Retired Agent") for the Secured Parties in favor of Diplomat Pharmacy, Inc. (d/b/a Diplomat Specialty Pharmacy), a Michigan corporation (the "Borrower"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreements, as applicable, referred to below.

- A. Reference is made to (i) the Second Amended and Restated Credit Agreement, dated as of April 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Agent, (ii) the Second Amended and Restated Guaranty and Security Agreement, dated as of April 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), by Borrower in favor of Agent and (iii) the Trademark Security Agreement, dated as of April 1, 2015, by Borrower in favor of Retired Agent (such documents set forth in clauses (ii) through (iii), the "Security Agreements").
- В. Pursuant to the Security Agreements, Borrower granted to Retired Agent, for the benefit of the Secured Parties, a security interest in all of the Borrower's right, title and interest in to and under all of Borrower's Trademarks and all IP Licenses providing for the grant by or to Borrower of any right under any Trademark, including, without limitation, the Trademarks listed on Schedule I hereto, together with all renewals and extensions of the foregoing, all goodwill of the business connected with the use of, and symbolized by, each such Trademark, and 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 (collectively, the "Trademark Collateral"), which security interest was recorded with the United States Patent and Trademark Office on April 7, 2015 at Reel/Frame 5493/0715, and subsequently assigned by Retired Agent to Agent pursuant to that certain Assignment of Intellectual Property Security Agreements recorded with the United States Patent and Trademark Office on November 13, 2015 at Reel/Frame 5668/0596.
- C. Pursuant to the Payoff Letter dated as of December 19, 2017, among Borrower and Agent, Agent has agreed to terminate and release (without recourse to, representation or warranty (either express or implied) by Agent or any Lender) any and all security interests it may have in the Trademark Collateral pursuant to the Security Agreements.

DM_US 87255566-2.079268.0014

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent does hereby terminate, release, relinquish and discharge (without recourse to, representation or warranty (either express or implied) by Agent or any Lender) any and all Liens on and security interests it has in the Trademark Collateral, and hereby reassigns to Grantor any and all right, title, and interest that the Agent may have in or to such Trademark Collateral. Agent agrees and authorizes to make filings with the United States Patent and Trademark Office and other necessary filings, to execute and deliver to Borrower and its successors, assigns or other legal representatives all documents that Borrower shall reasonably request to evidence such termination and release. All of the foregoing shall be at the sole expense of Borrower, without recourse to, representation or warranty (either express or implied) by Agent or any Lender, and shall be subject to the terms of the Security Agreements and other Loan Documents.

THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[Signature Page Follows]

DM_US 87255566-2.079268.0014

IN WITNESS WHEREOF, Agent has caused this Termination and Release to be duly executed as of the day and year first above written.

HEALTHCARE FINANCIAL SOLUTIONS, LLC, as Agent

By Karen M. Dahlquist

Title: Duly Authorized Signatory

Schedule I

REGISTERED TRADEMARKS 1.

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

TRADEMARK APPLICATIONS 2.

Trademark	Registration Number	Serial Number	Status/Status Date		Filing Date	Registration Date	Full Goods/Services
ENVOYHEALTH	4734089	86- 212969	Registered May 12, 2015	Diplomat Pharmacy, Inc., dba Diplomat Specialty Pharmacy (Michigan Corp.) 4100 South Saginaw Street Flint,	March 6 2014		(
				Michigan 48507			

IP LICENSES 3.

None.

DM_US 87255566-2.079268.0014

RECORDED: 12/26/2017