

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3205224

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	EXACT CARE PHARMACY, LLC (AKA EXACT CARE OPERATING, LLC)	01/31/2014
RECEIVING PARTY DATA		
Name:	FIFTH THIRD BANK	
Street Address:	600 SUPERIOR AVENUE EAST	
City:	CLEVELAND	
State/Country:	OHIO	
Postal Code:	44114	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D715638
CORRESPONDENCE DATA		
Fax Number:	(216)592-5009	
<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:	216-592-5000	
Email:	patents@tuckerellis.com	
Correspondent Name:	THOMAS W. OSTROWSKI	
Address Line 1:	950 MAIN AVENUE	
Address Line 2:	SUITE 1100	
Address Line 4:	CLEVELAND, OHIO 44113-7213	
ATTORNEY DOCKET NUMBER:	11386/00006	
NAME OF SUBMITTER:	THOMAS W. OSTROWSKI	
SIGNATURE:	/THOMAS W. OSTROWSKI/	
DATE SIGNED:	01/30/2015	
Total Attachments: 11		
source=9. IP Security Agreement (Exact Care)#page1.tif		
source=9. IP Security Agreement (Exact Care)#page2.tif		
source=9. IP Security Agreement (Exact Care)#page3.tif		
source=9. IP Security Agreement (Exact Care)#page4.tif		
source=9. IP Security Agreement (Exact Care)#page5.tif		

source=9. IP Security Agreement (Exact Care)#page6.tif
source=9. IP Security Agreement (Exact Care)#page7.tif
source=9. IP Security Agreement (Exact Care)#page8.tif
source=9. IP Security Agreement (Exact Care)#page9.tif
source=9. IP Security Agreement (Exact Care)#page10.tif
source=9. IP Security Agreement (Exact Care)#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXACT CARE PHARMACY, LLC (fka Exact Care Operating, LLC), an Ohio limited liability company (together with its successors and assigns, "Pledgor"), Farmapack, LLC, a New Jersey limited liability company ("Farmapack," and together with Pledgor, "Borrowers") are entering into the Credit Agreement, as hereinafter defined, with FIFTH THIRD BANK ("Bank"). Pledgor desires that Bank grant the financial accommodations to Borrowers as described in the Credit Agreement.

INTRODUCTION:

A. Pledgor deems it to be in its direct pecuniary and business interests that Borrowers obtain from Bank the Commitment, as defined in the Credit Agreement, and the Loans, as defined in the Credit Agreement.

B. Pledgor understands that Bank is willing to enter into the Credit Agreement and to grant such financial accommodations to Borrowers only upon certain terms and conditions, one of which is that Pledgor grant to Bank, a security interest in and a contingent assignment of the Collateral, as hereinafter defined, and this Intellectual Property Security Agreement, dated as of January 31, 2014 (as the same may from time to time be amended, restated or otherwise modified, this "Agreement"), is being executed and delivered in consideration of each financial accommodation, if any, granted to Borrowers by Bank and for other valuable considerations.

THEREFORE, in consideration of the premises, to induce Bank to extend credit pursuant to the Credit Agreement, to induce Bank to extend to or for the account of Borrowers such other credit as Bank may from time to time reasonably deem advisable (all upon such terms and conditions as Bank may from time to time reasonably deem advisable), and in consideration of the foregoing and for other valuable considerations, Pledgor hereby agrees, represents, and warrants as follows:

1. Definitions. As used herein:

"Assignment" means an Assignment in the form of Exhibit A hereto.

"Collateral" means, collectively, all of Pledgor's existing and future (a) patent registrations, patent applications, patent licenses, technology licenses, trade secrets, knowhow, trademark registrations, trademark applications, trademark licenses, tradenames, service mark registrations, service mark applications, service mark licenses, domain names, copyright registrations and copyright licenses including, but not limited to, those which are registered and listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and knowhow; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from

any of the foregoing; and (f) proceeds of any of the foregoing. Notwithstanding the foregoing, "Collateral" shall not include Excluded Assets.

"Event of Default" means an event or condition that constitutes an event of default pursuant to Section 6 hereof.

Capitalized terms used herein without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Debt, Pledgor hereby agrees that Bank shall at all times have, and hereby grants to Bank, a Lien on, security interest in and an assignment of all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Bank of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Bank that:

(a) Pledgor is a duly formed and validly existing limited liability company in full force and effect under the laws of the state of Ohio;

(b) Pledgor has the legal power and right to pledge the Collateral, to execute and deliver this Agreement and to perform and observe the provisions hereof;

(c) Pledgor has duly authorized the execution and delivery of this Agreement by proper action;

(d) this Agreement, when executed, is a valid and binding agreement of Pledgor, enforceable against Pledgor in accordance with its terms, subject to the effects of (i) bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally, (ii) concepts of reasonableness and (iii) general equitable principles (regardless of whether enforcement is sought in equity or at law);

(e) the execution, delivery and performance by Pledgor of this Agreement does not contravene or constitute a default under the Organizational Documents of Pledgor or any material agreement, judgment, injunction, order, decree or other material instrument binding upon Pledgor or its property or, to the knowledge of Pledgor, any provision of applicable law, including without limitation, any rule or regulation;

(f) Pledgor owns all of the material Collateral (provided that in the case of any material license included in the Collateral where Pledgor is a licensee, Pledgor enjoys all of the material rights of a licensee thereunder) and, whether the same are registered or unregistered, no such material Collateral has been adjudged invalid or unenforceable;

(g) Pledgor has no knowledge of any asserted claim that the use of any of the Collateral does or may materially violate the rights of any Person; and

(h) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement other than sales, assignments, licenses or sublicenses in the ordinary course of Pledgor's business.

5. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof, except as would not reasonably be expected to result in a Material Adverse Effect. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, TM, and SM where appropriate.

6. Event of Default.

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (i) if an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; or (ii) the failure to have perfected a first priority security interest in any material Collateral.

(b) Pledgor expressly acknowledges that Bank shall record this Agreement with the United States Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, Pledgor shall also execute and deliver to Bank the Assignment, which Assignment shall have no force and effect and shall be held by Bank, in escrow, until the occurrence and during the continuance of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default (unless such Event of Default has been cured or waived prior to Bank providing the notice provided for this paragraph), the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Bank in the form attached as Exhibit A hereto and upon written notice to Pledgor and thereafter Bank may, in its sole discretion, record the Assignment with the United States Patent and Trademark Office.

(c) If an Event of Default shall occur and during the continuation thereof, Pledgor irrevocably authorizes and empowers Bank to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Bank may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all commercially reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Bank shall apply such proceeds against payment of the Secured Debt. Any remainder of the proceeds, after payment in full of the Secured Debt, shall be paid to Pledgor. At any such sale or other disposition, Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. Termination At such time as the Secured Debt has been paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement

terminated and not replaced by any other credit facility with Bank, this Agreement shall terminate and, upon request of Pledgor, Bank shall promptly, and in any event within ten business days, execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Bank's security interest in and assignment of the Collateral and to preserve Pledgor's full title to the Collateral, subject to any disposition thereof that may have been made by Bank pursuant hereto.

8. Attorneys' Fees, Costs and Expenses. Any and all commercially reasonable out-of-pocket costs and expenses, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Bank in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, as required by this Agreement, within five days of demand by Bank, and, until so paid, shall be added to the principal amount of the Secured Debt.

9. Bank's Rights to Enforce. Pledgor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Bank shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, and in any event within ten days of demand, reimburse and indemnify Bank for all actual damages, commercially reasonable costs and expenses, including attorneys' fees incurred by Bank in connection with the provisions of this Section 9, in the event Bank elects to join in any such action commenced by Pledgor.

10. Power of Attorney. Pledgor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Bank to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

11. Bank's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Bank may, but is not obligated to, upon advance notice to Pledgor, do so in Pledgor's name or in Bank's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Bank on demand in full for all commercially reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred by Bank in protecting, defending and maintaining the Collateral.

12. Additional Documents. Pledgor shall, upon written request of Bank, enter into such additional documents or instruments as may be reasonably required by Bank in order to effectuate, evidence or perfect Bank's interests in the Collateral as evidenced by this Agreement.

13. New Collateral. If, before the Secured Debt shall have been paid in full, Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Bank prompt written notice thereof.

14. Modification for New Collateral. Pledgor hereby authorizes Bank to modify this Agreement by amending Schedule 1 to include any existing or future Collateral as contemplated by Sections 1 and 13 hereof and, at Bank's request, Pledgor shall execute any documents or instruments reasonably required by Bank in order to modify this Agreement as provided in this Section 14, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

15. No Waiver. No course of dealing between Pledgor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Remedies Cumulative. All of the rights and remedies of Bank with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

17. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Bank, except that any modification to Schedule 1 hereto pursuant to Section 14 shall be effective without the signature of Pledgor. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control. In the event that any provision herein is deemed to be inconsistent with any provision of the Credit Agreement, the provisions of the Credit Agreement shall control.

19. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Bank. Any assignment of this Agreement by Pledgor not consented to by Bank shall be null and void. This Agreement shall bind and benefit the successors and assigns of Pledgor and Bank.

20. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified in the notice section of the Credit Agreement, and, if to Bank, mailed or

delivered to it, addressed to the address of Bank specified in the notice section of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be overnight delivery or first-class mail with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received.

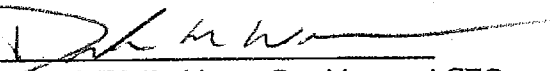
21. Governing Law. The provisions of this Agreement, and the respective rights and duties of Pledgor and Bank hereunder, shall be governed by the laws of the State of Ohio, without regard to principles of conflict of laws.

22. JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG BANK, BORROWER AND/OR PLEDGOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN EACH OF THEM AND PLEDGOR IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER AGREEMENT, INSTRUMENT OR DOCUMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY BANK'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN THIS AGREEMENT, ANY NOTE OR ANY OTHER GUARANTY OF PAYMENT, AGREEMENT, INSTRUMENT OR DOCUMENT RELATED THERETO.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

EXACT CARE PHARMACY, LLC

By: 
-Dale M. Wollschleger, President and CEO

[Signature Page to Exact Care Pharmacy, LLC IP Security Agreement]

SCHEDULE 1

Patents

Application Number	Country	Filing Date	Inventor	Owner	Title
29/420,135	US	May 4, 2012	Dale M. Wollschleger	Exact Care Pharmacy, LLC	Multi-Dose Medication Dispenser

Trademarks

Registration Number	Country	Issue Date	Renewal Date	Mark	Owner
4,234,080	US	October 30, 2012	October 30, 2022	EXACTPACK	Exact Care Pharmacy, LLC
4,253,221	US	December 4, 2012	December 4, 2022	EXACTCARE PHARMACY	Exact Care Pharmacy, LLC

Copyrights

None.

EXHIBIT A

FORM OF ASSIGNMENT

BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF BANK CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT BANK HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT

FIFTH THIRD BANK

By: _____
Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, EXACT CARE PHARMACY, LLC, an Ohio limited liability company ("Pledgor") is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of January 31, 2014 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of FIFTH THIRD BANK ("Bank"), pursuant to which Pledgor has granted to Bank a security interest in and contingent assignment of the Collateral as security for the Secured Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence and during the continuance of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Bank, its successors, transferees and assigns, all of its existing and future (a) patents, patent applications, patent licenses, technology licenses, trademark registrations, trademark applications, trademark licenses, service mark registrations, service mark applications, service mark licenses, trade names, domain names, copyright registrations and copyright licenses, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade

secrets and know-how; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) any other proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington, D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Bank, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Bank has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer as of the date first above written.

EXACT CARE PHARMACY, LLC

By: 

Dale M. Wollschleger, President and CEO

SCHEDULE 1 TO EXHIBIT A

Patents

Application Number	Country	Filing Date	Inventor	Owner	Title
29/420,135	US	May 4, 2012	Dale M. Wollschleger	Exact Care Pharmacy, LLC	Multi-Dose Medication Dispenser

Trademarks

Registration Number	Country	Issue Date	Renewal Date	Mark	Owner
4,234,080	US	October 30, 2012	October 30, 2022	EXACTPACK	Exact Care Pharmacy, LLC
4,253,221	US	December 4, 2012	December 4, 2022	EXACTCARE PHARMACY	Exact Care Pharmacy, LLC

Copyrights

None.