

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4660768

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	MSCRIPTS HOLDING, LLC	09/12/2017
RECEIVING PARTY DATA		
Name:	CARDINAL HEALTH	
Street Address:	7000 CARDINAL PLACE	
City:	DUBLIN	
State/Country:	OHIO	
Postal Code:	43017	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8433587
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	patent@cardinalhealth.com	
Correspondent Name:	CARDINAL HEALTH, INC	
Address Line 1:	300 S RIVERSIDE PLAZA, SUITE 2010	
Address Line 2:	ATTN: KIM LUNA	
Address Line 4:	CHICAGO, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	180037-GEN	
NAME OF SUBMITTER:	ADNAN H. BOHRI	
SIGNATURE:	/Adnan H. Bohri/	
DATE SIGNED:	10/26/2017	
Total Attachments: 8		
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SECURITY AGREEMENT

This Security Agreement (this "Agreement") is made as of September 12, 2017, between Cardinal Health, Inc., an Ohio corporation ("**Secured Party**"), whose principal address for purposes of this Agreement is 7000 Cardinal Place, Dublin, Ohio 43017, and mscscripts Holdings, LLC, a Delaware limited liability company ("**Debtor**"), whose office address and principal place of business is 445 Bush Street, #200, San Francisco, CA 94108, who hereby agree as follows intending to be legally bound:

§1. Grant of Security Interest. Debtor hereby grants to Secured Party a security interest in the following described personal property of Debtor, wherever located and whether now owned or hereafter acquired:

All Debtor's tangible and intangible assets, including, without limitation, all Debtor's fixtures, goods, machinery, equipment, vehicles, inventory, leasehold improvements, accounts, accounts receivable, deposit accounts, including without limitation, those maintained with a bank or other financial institution, and all money, letter of credit rights and letter of credit proceeds and assignments thereof, chattel paper, including electronic chattel paper, documents, notes receivable, instruments, investment property, contract rights, general intangibles (including without limitation, all intellectual property, trade names, trademarks, trade secrets, service marks, patents, patent applications, copyrights, literary rights, royalties, data bases, software and software systems, licenses, franchises, customer lists, goodwill, and tax refunds), books and records, computer programs and records, and all other personal property, tangible or intangible; all accessions and additions to, substitutions for, and replacements of any of the foregoing; all proceeds or products of any of the foregoing; and all rights to payments under any insurance or warranty, guaranty, or indemnity payable with respect to any of the foregoing (collectively, the "**Collateral**").

To the extent that terms used in the foregoing description of Collateral or any other terms used in this Agreement are defined in the Uniform Commercial Code ("**Code**") and are not defined differently in this Agreement, such terms shall have the meanings ascribed in and shall be interpreted in accordance with the Code as presently and as hereafter enacted in the State of Delaware.

Notwithstanding anything to the contrary set forth above, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include, any Excluded Collateral; provided that, if any Excluded Collateral would have otherwise constituted Collateral, when such property shall cease to be Excluded Collateral, such property shall be deemed at all times from and after the date hereof to constitute Collateral. "Excluded Collateral" means any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

§2. Obligations Secured. This Agreement secures all principal, interest, costs, attorneys' fees, expenses, or other amounts owed by Debtor to Secured Party, matured or unmatured, evidenced by that certain Convertible Promissory Note, dated as of the date hereof, made by Debtor as maker payable to the order of Secured Party as payee in the principal amount of \$1,000,000, that certain Convertible Promissory Note, dated as of May 13, 2016, made by Debtor as maker payable to the order of Secured Party as payee in the principal amount of \$2,000,000 and that certain Convertible Promissory Note, dated as of May 28, 2015, made by Debtor as maker payable to the order of Secured Party as payee in the principal amount of \$2,000,000 (collectively, as the same may be modified or amended, the "**Notes**" and, such obligations thereunder, the "**Obligations**").

§3. Location of Office and Collateral. Debtor warrants and covenants that: (a) Debtor's principal office and principal place of business is located at the address specified at the beginning of this Agreement; (b) all equipment and inventory included among the Collateral is and will be held for use in the ordinary course of Debtor's business; (c) all Collateral will be located at the above-specified principal office and principal place of business; (d) neither the location of Debtor's principal office or principal place of business nor the location of the Collateral will be changed without written notice to Secured Party 15 days or more prior to any such change; (e) where the Collateral is in the possession of a third party, Debtor shall join with the Secured Party in notifying the third party of the Secured Party's security interest and obtaining an acknowledgement from the third party that it is holding the Collateral for the benefit of the Secured Party; (f) Debtor shall cooperate with the Secured Party in obtaining control with respect to Collateral consisting of deposit accounts, investment property, letter-of-credit rights, and electronic chattel paper; and (g) Debtor shall not create any chattel paper without placing a legend on the chattel paper acceptable to Secured Party indicating that Secured Party has a security interest in such chattel paper.

§4. Insurance. Without limiting any other obligation or liability of Debtor under this Agreement, Debtor agrees to maintain insurance coverage reasonable in type and amount for a business of its type and size. Debtor shall furnish certificates of insurance evidencing the required insurance policies to Secured Party if requested by Secured Party. If requested by Secured Party, Secured Party shall be named as loss payee and as an additional insured under such policies.

§5. Warranties and Covenants. Debtor warrants that: (a) Debtor owns all the Collateral free and clear of all leases, security interests, liens, encumbrances, charges, liabilities, or claims of any nature, except for the security interest created by this Agreement or as set forth on Schedule 5 hereto; (b) Debtor has rights in or the power to transfer the Collateral; (c) no financing statement covering all or any part of the Collateral is on file with the Secretary of any State, the Clerk of any County, or any other recording office, except for the financing statements as may have been filed in favor of Secured Party or as set forth on Schedule 5 hereto; (d) this Agreement creates a valid and perfected security interest in the Collateral, securing the prompt and full payment of the Obligations, and all filings or other actions necessary or desirable to perfect and protect such security interest have been duly made or taken or shall be duly made or taken immediately upon execution of this Agreement; (e) Debtor's exact legal name, state of organization and principal place of business are as set forth in the recitals above; (f) Debtor has no other place of business; and (g) the Collateral is and shall be used primarily for business purposes. Debtor covenants that it will not create, incur, or permit any lien on any of Debtor's

assets (now owned or hereafter acquired).

§6. Debtor's Name/Organization. Debtor covenants that: (a) unless Secured Party consents in writing to a change in Debtor's exact legal name or state of organization prior to such a change, Debtor shall not change its exact legal name or state of organization; and (b) at least 15 days prior to the occurrence of any of the following events, Debtor shall deliver to Secured Party written notice of such events (which notice shall be accompanied by Debtor's request for Secured Party's written approval thereof): (i) a change in Debtor's exact legal name or state of organization; (ii) a change in Debtor's organizational structure, principal place of business or principal office; and (iii) the opening or closing of any place of business.

§7. Use of Collateral. Debtor shall not, without the prior written consent of Secured Party: (a) sell or otherwise transfer any Collateral, including without limitation granting a license or other security interest in the Collateral (except for licenses granted by Debtor in the ordinary course of business consistent with past practice); or (b) change the location of any Collateral. No Collateral in excess of \$50,000 in the aggregate shall be attached to real estate by Debtor without the prior written consent of Secured Party.

§8. Financing Statements/Further Actions. Debtor hereby irrevocably and unconditionally authorizes Secured Party or its designees to execute, authenticate, deliver, on behalf of Debtor, and/or file or record one or more notices, affidavits, assignments, financing statements, continuation statements, or amendments thereto, and such other instruments or notices as Secured Party may consider necessary or desirable to perfect, protect, or preserve the security interest granted or purported to be granted by this Agreement. A carbon, photographic or other reproduction of this Agreement or of a financing statement shall be sufficient as a financing statement, except as otherwise required by the law of the state in which the financing statement is filed. Debtor shall execute any documents and take any other actions requested by Secured Party from time to time to perfect or protect any security interest granted or purported to be granted by this Agreement or to enable Secured Party to exercise or enforce its rights or remedies under this Agreement.

§9. Default. If (i) an Event of Default occurs under the Note Purchase Agreement, dated as of the date hereof, the Note Purchase Agreement, dated as of May 13, 2016, or the Note Purchase Agreement, dated as of May 28, 2015, in each case between Debtor and Secured Party (collectively, the "NPAs") or (ii) Debtor fails fully to perform any of the Obligations, then, at the option and upon the declaration of Secured Party: (a) all amounts owing to Secured Party by Debtor shall become immediately payable without notice or demand; and (b) Secured Party may exercise, with respect to the Collateral, all rights and remedies of a secured party on default under the Code and all other rights and remedies under this Agreement or otherwise available to Secured Party. In any action or proceeding to enforce its rights or remedies under this Agreement, Secured Party shall be entitled forthwith to immediate exclusive possession and control of the Collateral and, upon ex parte application by Secured Party to any court of competent jurisdiction without notice to Debtor, shall be entitled to an order giving such immediate exclusive possession and control to Secured Party or, if Secured Party so elects, to an order appointing a receiver for the Collateral and the business of Debtor, all upon a prima facie showing only of the default and without any requirement of bond or other security and without any showing that immediate or irreparable injury, loss, or damage will result if such an order is not issued by the court. Secured Party and any persons designated by Secured Party shall have

the right, without notice to Debtor, to enter any premises where any Collateral may then be located, to take possession of that Collateral or remove it or both, and Debtor hereby irrevocably authorizes Secured Party to do so. For purposes of this Agreement, notice to Debtor ten days prior to the date of a public sale of any Collateral or ten days prior to the date after which private sale or other disposition of any Collateral will be made shall constitute reasonable notice of any such sale. Debtor shall pay to Secured Party all costs and expenses, including, without limitation, reasonable legal fees and court costs, incurred by Secured Party, directly or indirectly, in connection with or as a result of collecting, enforcing, or protecting its rights under this Agreement.

§10. Notices. Any notice or other communication required or desired to be given to any party under this Agreement shall be given in accordance with the NPAs.

§11. Complete Agreement. This Agreement, the NPAs and the Notes contain the entire agreement between the parties and supersede all prior or contemporaneous discussions, negotiations, representations, or agreements relating to the subject matter of this Agreement. No changes to this Agreement shall be made or be binding on any party unless made in writing and signed by each party to this Agreement.

§12. Governing Law. All questions concerning the validity or meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement shall be construed and resolved under the laws of the State of California.

§13. Severability. The intention of the parties to this Agreement is to comply fully with all laws and public policies, and this Agreement shall be construed consistently with all laws and public policies to the extent possible. If and to the extent that any court of competent jurisdiction determines it is impossible to construe any provision of this Agreement consistently with any law or public policy and consequently holds that provision to be invalid, such holding shall in no way affect the validity of the other provisions of this Agreement, which shall remain in full force and effect.

§14. Nonwaiver. No failure by any party to insist upon compliance with any term of this Agreement or to exercise any option, enforce any right, or seek any remedy upon any default of any other party shall affect, or constitute a waiver of, the first party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default; nor shall any custom or practice of the parties at variance with any provision of this Agreement affect, or constitute a waiver of, any party's right to demand strict compliance with all provisions of this Agreement. No waiver shall be effective unless it is in a writing signed by the party giving the waiver.

§15. Captions. The captions of the various sections of this Agreement are not part of the context of this Agreement, but are only labels to assist in locating those sections and shall be ignored in construing this Agreement.

§16. Survival; Termination. All agreements, obligations, warranties, and representations under this Agreement shall survive any investigations made by any party to this Agreement. This Agreement and all liens created or granted thereby shall terminate when each of the parties hereto agrees that all Obligations have been paid, at which time Debtor will be authorized to file UCC termination statements.

§17. Genders and Numbers. When permitted by the context, each pronoun used in this Agreement includes the same pronoun in other genders or numbers, and each noun used in this Agreement includes the same noun in other numbers.

§18. Assignment. Debtor shall not assign this Agreement to any third party without the prior written consent of Secured Party (which consent may be withheld by Secured Party in its sole discretion). Secured Party shall have the right to assign this Agreement without the consent of Debtor.

§19. Successors. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective administrators, executors, successors, and assigns of each party to this Agreement.


§20. Cumulative Effect. This Agreement is intended as an additional security to Secured Party and does not supersede, waive, or otherwise affect any other security interests, guarantees, or other agreements between Secured Party and Debtor.

§21 Priority. Notwithstanding anything herein to the contrary, this Agreement, the security interests granted hereunder and the exercise of the rights and remedies of Secured Party hereunder are subject to the provisions of the Subordination Agreement dated September 6, 2017 by and among First Republic Bank, Secured Party and Debtor.

[Remainder of page intentionally left blank.]

DEBTOR:

MSCRIPTS HOLDINGS, LLC

By: 

Title: CEO

[Secured Party Signature Page Follows]

SECURED PARTY:

CARDINAL HEALTH, INC.

By:



Title:

Chief Financial Officer

Schedule 5

Business Loan Agreement between the Company and First Republic Bank dated May 25, 2016 and UCC filings
associated thereto