506059222 05/14/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6105936

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
EXACT CARE PHARMACY, LLC	05/14/2020

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS COLLATERAL AGENT	
Street Address:	2 BETHESDA METRO CENTER	
Internal Address:	SUITE 1000	
City:	BETHESDA	
State/Country:	MARYLAND	
Postal Code:	20814	

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	D715638
Patent Number:	D746674
Patent Number:	10387620
Application Number:	16543679

CORRESPONDENCE DATA

Fax Number: (212)751-4864

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: 2129061209

Email: jessica.bajada-silva@lw.com

Correspondent Name: LATHAM & WATKINS LLP,C/O J. BAJADA-SILVA

Address Line 1: 885 THIRD AVE

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ATTORNEY DOCKET NUMBER:	050485-0131
NAME OF SUBMITTER:	JESSICA BAJADA-SILVA
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	05/14/2020

Total Attachments: 5

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PATENT REEL: 052658 FRAME: 0399

PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of May 14, 2020 (this "Patent Security Agreement"), by EXACT CARE PHARMACY, LLC, an Ohio limited liability company (the "Grantor"), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of May 14, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: (a) the Patents of the Grantor listed on Schedule I attached hereto, (b) all reissues, reexaminations, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to exclude others from making, using and/or selling the inventions or designs disclosed or claimed therein, (c) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (d) all rights to sue for past, present and future infringements or other violations thereof, and (e) all other rights, priorities, and privileges accruing thereunder or pertaining thereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the

PATENT REEL: 052658 FRAME: 0400 Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

SECTION 5. <u>Counterparts</u>. This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

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EXACT CARE PHARMACY, LLC

By: 1 / h / Name: Dale Wollschleger

Title: President, Chief Executive Officer and

Secretary

CAPITAL ONE, NATIONAL ASSOCIATION,

as the Administrative Agent

Bv: F13D8201B2074

Name: Tyler Furste

Title: Duly Authorized Signatory

Schedule I Patents and Patent Applications

Patents:

Owner	Patent Title	Registration No.
Exact Care Pharmacy, LLC	MULTI-DOSE	D715,638
	MEDICATION DISPENSER	
Exact Care Pharmacy, LLC	MULTI-DOSE	D746,674
	MEDICATION DISPENSER	
Exact Care Pharmacy, LLC	MEDICATION SORTING	10,387,620
_	AND PACKAGING	
	SYSTEM AND METHOD	

Patent Applications:

Owner	Patent	Application No.
Exact Care Pharmacy, LLC	MEDICATION SORTING AND PACKAGING SYSTEM AND METHOD	16/543,679

PATENT REEL: 052658 FRAME: 0404

RECORDED: 05/14/2020