

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Envision Pharmaceutical Holdings Inc.		01/06/2011	CORPORATION: DELAWARE
Design Rx Holdings Corporation		01/06/2011	CORPORATION: DELAWARE
Rx Initiatives L.L.C.		01/06/2011	LIMITED LIABILITY COMPANY: UTAH
Design Rx, LLC		01/06/2011	LIMITED LIABILITY COMPANY: WYOMING
Designrxclusives, LLC		01/06/2011	LIMITED LIABILITY COMPANY: WYOMING

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	220 Market Avenue South, CA112
City:	Canton
State/Country:	OHIO
Postal Code:	44702
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3322379	DESIGNRX
Registration Number:	3454412	DESIGNRXCLUSIVE
Registration Number:	3265818	DESIGNRX
Registration Number:	3458670	DESIGN RXCLUSIVE
Registration Number:	3408268	DESIGNRX
Registration Number:	3368682	DESIGNRX
Registration Number:	3242923	MANAGED CASH
Serial Number:	77765902	FERTILITY BY DESIGN

900181201

**TRADEMARK
 REEL: 004452 FRAME: 0173**

CH \$240.00 3322379

Serial Number:

77752771

VYDESIGN

CORRESPONDENCE DATA

Fax Number: (614)227-2100

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 614-227-2000

Email: ipdocket@porterwright.com

Correspondent Name: Karen K. Hammond

Address Line 1: 41 South High Street

Address Line 2: 29th Floor

Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:

0266900-184741

NAME OF SUBMITTER:

Karen K. Hammond

Signature:

/karenkhammond/

Date:

01/13/2011

Total Attachments: 9

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SHORT FORM TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 6, 2011, by ENVISION PHARMACEUTICAL HOLDINGS INC., a Delaware corporation (the "*Borrower*"), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* (each a "*Grantor*" and, collectively, the "*Grantors*") in favor of THE HUNTINGTON NATIONAL BANK ("*Huntington*"), as Administrative Agent for the Secured Parties (as defined in the Security Agreement referred to below) and the issuing bank (in such capacity, together with its successors in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 22, 2010 (as amended, modified or supplemented from time to time, the "*Credit Agreement*") among the Borrower, each institution from time to time party thereto as a Lender, Huntington as issuing bank for any Letters of Credit issued thereunder and as a Lender, and the Administrative Agent, the Lenders and Huntington as issuing bank have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors (other than the Borrower) are party to the Subsidiary Guaranty (as defined in the Security Agreement referred to below) pursuant to which they have guaranteed the Obligations (as defined in the Credit Agreement); and

WHEREAS, all the Grantors are party to a Security Agreement, dated as of November 22, 2010, in favor of the Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, Huntington as issuing bank and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and Huntington as issuing bank to continue to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates, and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title, and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

- (b) all reissues, continuations, or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. *Amended and Restated Security Agreement*

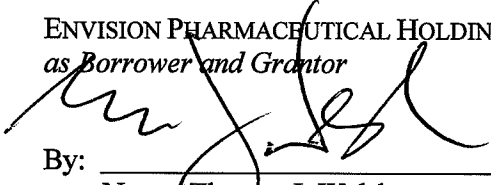
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

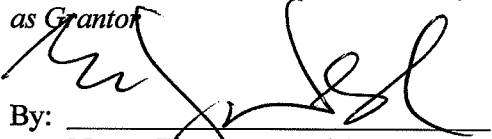
Very truly yours,

ENVISION PHARMACEUTICAL HOLDINGS INC.,
as Borrower and Grantor



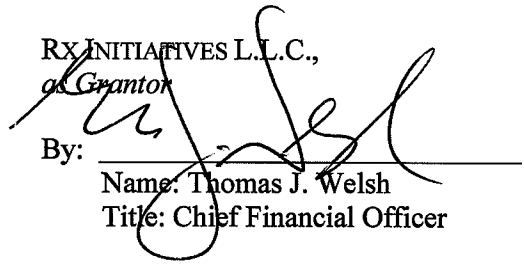
By: _____
Name: Thomas J. Welsh
Title: Chief Financial Officer

DESIGN RX HOLDINGS CORPORATION,
as Grantor



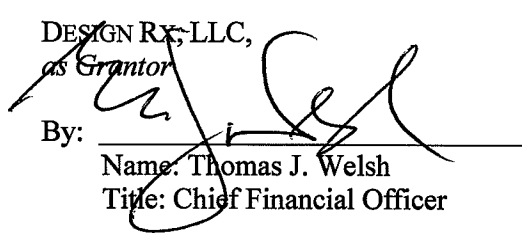
By: _____
Name: Thomas J. Welsh
Title: Chief Financial Officer

RX INITIATIVES L.L.C.,
as Grantor



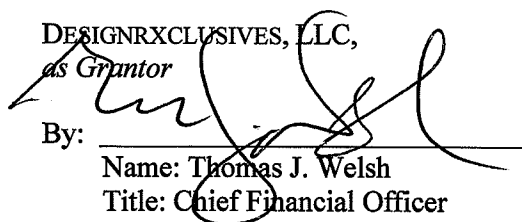
By: _____
Name: Thomas J. Welsh
Title: Chief Financial Officer

DESIGN RX, LLC,
as Grantor



By: _____
Name: Thomas J. Welsh
Title: Chief Financial Officer

DESIGNRXCLUSIVES, LLC,
as Grantor



By: _____
Name: Thomas J. Welsh
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK,
as Administrative Agent

By: 

Name: Joseph A. Tonges
Title: Vice President

ACKNOWLEDGMENT OF GRANTORS

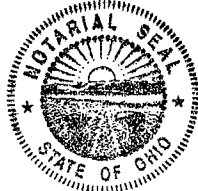
STATE OF OHIO)
) ss.
COUNTY OF Summit)

On this 30 day of December, 2010 before me personally appeared Thomas J. Welsh, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **ENVISION PHARMACEUTICAL HOLDINGS INC.**, a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

STATE OF OHIO)
) ss.
COUNTY OF Summit)

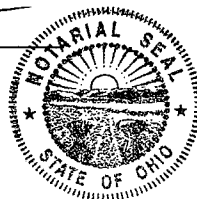


Martin Mount
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 02/21/11

On this 30 day of December, 2010 before me personally appeared Thomas J. Welsh, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **DESIGN RX HOLDINGS CORPORATION**, a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



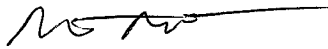
Notary Public



Martin Mount
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 02/21/11

STATE OF OHIO)
) ss.
COUNTY OF Summit)

On this 30 day of December, 2010 before me personally appeared Thomas J. Welsh, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **RX INITIATIVES L.L.C.**, a Utah limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said company.




Notary Public

STATE OF OHIO)
) ss.
COUNTY OF Summit)



Martin Mount
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 02/21/11

On this 30 day of December, 2010 before me personally appeared Thomas J. Welsh, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **DESIGN RX, LLC**, a Wyoming limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said company.




Notary Public

STATE OF OHIO)
) ss.
COUNTY OF Summit)



Martin Mount
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 02/21/11

On this 30 day of December, 2010 before me personally appeared Thomas J. Welsh, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **DESIGNRXCLUSIVES, LLC**, a Wyoming limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said company.




Notary Public





Martin Mount
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 02/21/11

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

MARK	Status	Ser. /Reg. No.	Goods/Services
	Registered. Section 8 & 15 Due 10/30/2013	3,322,379	Management of pharmacy costs for pharmaceuticals not covered by insurance; assisting consumers in the management of pharmacy costs for pharmaceuticals not covered by insurance; health care cost management services; marketing of pharmaceutical products for others; administration of a discount program for pharmaceuticals not covered by insurance, through use of a discount card, for consumers; Pharmacy benefits management services for pharmaceuticals not covered by insurance; pharmacy claims processing services for prescription pharmaceuticals not covered by insurance
DESIGNRXCLUSIVE	Registered. Section 8 & 15 Due 6/24/2014	3,454,412	Management of pharmacy costs for pharmaceuticals not covered by insurance; assisting consumers in the management of pharmacy costs for pharmaceuticals not covered by insurance; health care cost management services; marketing of pharmaceutical products for others; administration of a discount program for pharmaceuticals not covered by insurance, through use of a discount card, for consumers; Pharmacy benefits management services for pharmaceuticals not covered by insurance; pharmacy claims processing services for prescription pharmaceuticals not covered by insurance

MARK	Status	Ser. /Reg. No.	Goods/Services
DESIGNRX	Registered. Section 8 & 15 Due 7/17/2013	3,265,818	Management of pharmacy costs for pharmaceuticals not covered by insurance; assisting consumers in the management of pharmacy costs for pharmaceuticals not covered by insurance; health care cost management services; marketing of pharmaceutical products for others; administration of a discount program for pharmaceuticals not covered by insurance, through use of a discount card, for consumers; Pharmacy benefits management services for pharmaceuticals not covered by insurance; pharmacy claims processing services for prescription pharmaceuticals not covered by insurance
 <p>DESIGN R exclusive</p>	Registered. Section 8 & 15 Due 7/01/2014	3,458,670	Management of pharmacy costs for pharmaceuticals not covered by insurance; assisting consumers in the management of pharmacy costs for pharmaceuticals not covered by insurance; health care cost management services; marketing of pharmaceutical products for others; administration of a discount program for pharmaceuticals not covered by insurance, through use of a discount card, for consumers; Pharmacy benefits management services for pharmaceuticals not covered by insurance; pharmacy claims processing services for prescription pharmaceuticals not covered by insurance; On-line computer services, namely, providing information about pharmaceuticals not covered by insurance, namely, pharmaceutical and prescription advice and information about obtaining prescription pharmaceuticals

MARK	Status	Ser. /Reg. No.	Goods/Services
	Registered. Section 8 & 15 Due 4/08/2014	3,408,268	Providing pharmaceutical information services on-line regarding certain elective pharmaceuticals not covered by insurance for consumers
DESIGNRX	Registered. Section 8 & 15 Due 1/15/2014	3,368,682	Providing pharmaceutical information services on-line regarding certain elective pharmaceuticals not covered by insurance for consumers
FERTILITY BY DESIGN	Allowed. SOU or extension due 3/16/2011.	77/765,902	Education services, namely, providing workshops in the field of fertility and infertility; Providing medical information in the field of infertility and fertility via the Internet
MANAGED CASH	Registered. Section 8 & 15 Due 5/15/2013	3242923	Business marketing of pharmaceutical products for others; administration of a pharmacy discount program for pharmaceuticals not covered by insurance, for participants; Pharmacy benefit management services for certain elective pharmaceuticals not covered by insurance; Providing pharmaceutical information services on-line regarding certain elective pharmaceuticals not covered by insurance, for consumers
VYDESIGN	Allowed. SOU or extension due 6/22/2011.	77/752,771	Dietary and nutritional supplements.