

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
PharMerica Corporation		05/02/2011	CORPORATION: DELAWARE
ChemRX Pharmacy Services, LLC		05/02/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Collateral Agent
Street Address:	2 Penns Way, Suite 100
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1554991	
Registration Number:	3668760	COMPUTRAN
Registration Number:	3666207	CONSULTPRO
Registration Number:	3635311	CONSULTWARE
Registration Number:	3079570	IT'S MORE THAN JUST FILLING PRESCRIPTIONS, IT'S A FULFILLING CAREER
Registration Number:	3161289	MEDMATE
Registration Number:	3464646	
Registration Number:	3656001	
Registration Number:	3066406	ONE PRESCRIPTION AT A TIME, ONE PERSON AT A TIME
Registration Number:	1528564	PHARMACY CORPORATION OF AMERICA
Registration Number:	2304597	PHARMERICA
Registration Number:	3139556	PHARMERICA FORECASTER
Registration Number:	3463909	VALUE. TRUST. PERFORMANCE.

OP \$665.00 1554991

Registration Number:	3651627	VALUE. TRUST. PERFORMANCE.
Registration Number:	3825885	VIEWMASTERX
Registration Number:	2992983	
Registration Number:	3368772	CHEM RX
Serial Number:	85234413	A PRESCRIPTION FOR LONG-TERM CARE SUCCESS.
Serial Number:	85234456	A PRESCRIPTION FOR SUCCESS.
Serial Number:	85251946	EZ-MAR
Serial Number:	85230378	EZORDER
Serial Number:	85223171	RXALLOW
Serial Number:	85213887	RXEXACT
Serial Number:	85085171	RXFORECASTER
Serial Number:	85254640	STAR (STRATEGIC TREND ANALYSIS REPORT)
Serial Number:	77644549	PCA PHARMACY CORPORATION OF AMERICA

CORRESPONDENCE DATA

Fax Number: (212)656-1342
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-701-3345
Email: david.adams@thomsonreuters.com
Correspondent Name: James P. Murphy, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams thomsonreuters/
Date:	05/04/2011

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of May 2, 2011 (this "Agreement"), among PharMerica Corporation (the "Borrower"), the Subsidiaries party hereto (the "Subsidiary Loan Parties") and, collectively with the Borrower, the "Loan Parties") and CITIBANK, N.A. ("Citi"), as Collateral Agent.

Reference is made to (a) the Credit Agreement dated as of May 2, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto, Citi, as Administrative Agent, and the other parties thereto, and (b) the Guarantee and Collateral Agreement dated as of May 2, 2011 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Subsidiaries of the Borrower party thereto and Citi, as Collateral Agent (the "Collateral Agent"). The Lenders have agreed to extend credit to the Borrower and the Issuing Banks have agreed to issue Letters of Credit, in each case, subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit and of the Issuing Banks to issue such Letters of Credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties will derive substantial benefits from the extensions of credit and the issuance of Letters of Credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Issuing Banks to issue such Letters of Credit. Accordingly, the parties hereto agree as follows:

I. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

II. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Loan Parties, pursuant to the Collateral Agreement, did and hereby does assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Loan Party or in which such Loan Party now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

A. all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those registered Patents (as defined in the Collateral Agreement) and Patent applications listed on Schedule I (the "Patents");

B. all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

C. all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, and all extensions or renewals thereof, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions, or renewals thereof,

including those United States registered Trademarks (as defined in the Collateral Agreement) and Trademark applications listed on Schedule II (the "Trademarks"); and

D. all goodwill associated with the Trademarks or symbolized thereby.

III. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Loan Party hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


IV. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trade-mark Security Agreement as of the day and year first above written.

PHARMERICA CORPORATION

By: 
Name: Michael J. Culotta
Title: Executive Vice President and
Chief Financial Officer

PHARMERICA TECHNOLOGY
SOLUTIONS, LLC,
CHEM RX PHARMACY SERVICES, LLC

By: 
Name: Michael J. Culotta
Title: Treasurer

CITIBANK, N.A., as Collateral Agent,

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trademark Security Agreement as of the day and year first above written.

PHARMERICA CORPORATION,

By: _____
Name:
Title:

PHARMERICA TECHNOLOGY
SOLUTIONS, LLC,
CHEM RX PHARMACY SERVICES, LLC

By: _____
Name:
Title:

CITIBANK, N.A., as Collateral Agent,

By: 
Name:
Title: Justin S. Tichauer
Vice President

[Signature Page to the Patent and Trademark Security Agreement]

U.S. PATENTS OWNED

SCHEDULE I

U.S. Patent Registrations

Company

Patent Numbers

Issue Date

U.S. Patent Applications

Company

Title

Patent Application No.

Filing Date

PharMerica Technology Solutions, LLC

Method and apparatus for managing drug inventory at point of care





10/848,157

5/19/04

SCHEDULE II

U.S. TRADEMARKS

U.S. Trademark Registrations

<u>Company</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
PharMerica Corporation	4 Crossed Hands (design) 	09-05-1989	1,554,991
PharMerica Corporation	COMPUTRAN	08-18-2009	3,668,760
PharMerica Corporation	CONSULTPRO	08-11-2009	3,666,207
PharMerica Corporation	CONSULTWARE	06-09-2009	3,635,311
PharMerica Corporation	IT'S MORE THAN JUST FILLING PRESCRIPTIONS, IT'S A FULFILLING CAREER	04-11-2006	3,079,570
PharMerica Corporation	MEDMATE	10-24-2006	3,161,289
PharMerica Corporation	Pill logo (design) 	07-08-2008	3,464,646
PharMerica Corporation	Pill logo (design) 	07-14-2009	3,656,001
PharMerica Corporation	ONE PRESCRIPTION AT A TIME, ONE PERSON AT A TIME	03-07-2006	3,066,406
PharMerica Corporation	PHARMACY CORPORATION OF AMERICA	03-07-1989	1,528,564
PharMerica Corporation	PHARMERICA	12-28-1999	2,304,597
PharMerica Corporation	PHARMERICA FORECASTER (plus design) 	09-05-2006	3,139,556
PharMerica Corporation	VALUE. TRUST. PERFORMANCE.	07-08-2008	3,463,909
PharMerica Corporation	VALUE. TRUST. PERFORMANCE.	07-07-2009	3,651,627
PharMerica Corporation	VIEWMASTERX	07-27-2010	3,825,885
PharMerica Corporation	**DESIGN ONLY**	09-06-2005	2,992,983
Chem RX Pharmacy Services, LLC	CHEM RX	01-15-2008	3368772

U.S. Trademark Applications

<u>Company</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
PharMerica Corporation	A PRESCRIPTION FOR LONG-TERM CARE SUCCESS	02-04-2011	85/234,413
PharMerica Corporation	A PRESCRIPTION FOR SUCCESS	02-04-2011	85/234,456
PharMerica Corporation	EZ-MAR	02-25-2011	85/251,946
PharMerica Corporation	EZORDER	01-31-2011	85/230,378
PharMerica Corporation	RXALLOW	01-21-2011	85/223,171
PharMerica Corporation	RXEXACT	01-10-2011	85/213,887
PharMerica Corporation	RXFORECASTER	07-15-2010	85/085,171
PharMerica Corporation	STAR (STRATEGIC TREND ANALYSIS REPORT)	03-01-2011	85/254,640
PharMerica Corporation	PCA PHARMACY CORPORATION OF AMERICA (plus design)	01-07-2009	77/644,549 ²

