

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., as Collateral Agent		05/02/2011	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	PHARMERICA CORPORATION
Street Address:	1901 CAMPUS PLACE
City:	LOUISVILLE
State/Country:	KENTUCKY
Postal Code:	40299
Entity Type:	CORPORATION: DELAWARE

Name:	CHEM RX PHARMACY SERVICES, LLC
Street Address:	1901 CAMPUS PLACE
City:	LOUISVILLE
State/Country:	KENTUCKY
Postal Code:	40299
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	PHARMERICA LONG-TERM CARE, INC.
Street Address:	1901 CAMPUS PLACE
City:	LOUISVILLE
State/Country:	KENTUCKY
Postal Code:	40299
Entity Type:	CORPORATION: DELAWARE

Name:	KINDRED PHARMACY SERVICES, INC.
Street Address:	1901 CAMPUS PLACE
City:	LOUISVILLE
State/Country:	KENTUCKY

OP \$465.00 1554991

Postal Code:	40299
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1554991	
Registration Number:	3668760	COMPUTRAN
Registration Number:	3666207	CONSULTPRO
Registration Number:	3635311	CONSULTWARE
Registration Number:	3464646	
Registration Number:	3656001	
Registration Number:	1528564	PHARMACY CORPORATION OF AMERICA
Registration Number:	2304597	PHARMERICA
Registration Number:	3139556	PHARMERICA FORECASTER
Registration Number:	3463909	VALUE. TRUST. PERFORMANCE.
Registration Number:	3651627	VALUE. TRUST. PERFORMANCE.
Registration Number:	3825885	VIEWMASTERX
Registration Number:	3368772	CHEM RX
Registration Number:	2992983	
Registration Number:	3161289	MEDMATE
Registration Number:	3079570	IT'S MORE THAN JUST FILLING PRESCRIPTIONS, IT'S A FULFILLING CAREER
Registration Number:	3066406	ONE PRESCRIPTION AT A TIME, ONE PERSON AT A TIME
Serial Number:	77644549	PCA PHARMACY CORPORATION OF AMERICA

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3016380511
 Email: ipresearchplus@comcast.net
 Correspondent Name: IP Research Plus, Inc.
 Address Line 1: 21 Tadcaster Circle
 Address Line 2: Attn: Penelope J.A. Agodoa
 Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36874
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Signature:

/pja/

Date:

05/04/2011

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) May 2, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other Release

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: PHARMERICA CORPORATION

Internal _____

Address: _____

Street Address: 1901 Campus Place

City: Louisville

State: Kentucky

Country: U.S.A. Zip: 40299

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See attached Schedule II

B. Trademark Registration No.(s)
See attached Schedule II

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

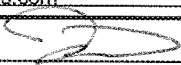
- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:


Signature

May 3, 2011

Date

Joseph Raho

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional Names of Receiving Parties:

1. Pharmerica Corporation – a Delaware Corporation
2. Chem RX Pharmacy Services, LLC – a Delaware LLC
3. Pharmerica Long-Term Care, Inc. – a Delaware Corporation
4. Kindred Pharmacy Services, Inc. – a Delaware Corporation

**RELEASE OF SECURITY INTEREST IN THE RELEASED PATENTS AND
TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN THE RELEASED PATENTS AND TRADEMARKS (this “Release”), made as of May 2, 2011, is granted by JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Collateral Agreement (as defined below) (in such capacity, the “Collateral Agent”) in favor of the Borrower (as defined below) and the Subsidiary Loan Parties (as defined below) and their respective successors and assigns party to the Security Agreements referred to below (collectively, the “Pledgors”).

WHEREAS, PharMerica Corporation (the “Borrower”), the lenders party thereto and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the “Administrative Agent”) and Collateral Agent, have entered into that certain Credit Agreement dated as of July 31, 2007 (the “Credit Agreement”);

WHEREAS, the Borrower, the subsidiaries of the Borrower from time to time party thereto (collectively, the “Subsidiary Loan Parties”) and the Collateral Agent have entered into that certain Guarantee and Collateral Agreement dated as of July 31, 2007 (the “Collateral Agreement”);

WHEREAS, the Collateral Agent and the Pledgors party thereto have entered into that certain Patent and Trademark Security Agreement, dated as of July 31, 2007 and those certain Trademark Security Agreements, dated as of June 8, 2009, as of February 11, 2010 and as of November 4, 2010 (collectively, the “Security Agreements”; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreements);

WHEREAS, pursuant to the terms and conditions of the Credit Agreement, Collateral Agreement and Security Agreements, the Pledgors granted to the Collateral Agent a security interest in all of right, title and interest in, to and under the Patent and Trademark Collateral and the Trademark Collateral (collectively, the “Released IP”) including, without limitation, the Patent registrations and applications set forth on Schedule I hereto and the Trademark registrations and applications set forth on Schedule II hereto;

WHEREAS, the Security Agreements relating to the Released IP have been recorded with the Assignments Division of the U.S. Patent and Trademark Office on (a) August 3, 2007 at (1) Reel 019647 and Frame 0069 and (2) Reel 003594 and Frame 0631; (b) June 26, 2009 at Reel 004012 and Frame 0334, (c) February 22, 2010 at Reel 004152 and Frame 0828 and (d) November 9, 2010 at Reel 00411 at Reel 0732; and

WHEREAS, the Pledgors have paid all of their outstanding indebtedness under the Credit Agreement which is secured by the Security Agreements and have requested that the Collateral Agent release its security interest in the Released IP;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Security Agreements, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Released IP, without warranty or recourse.

If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Released IP, it hereby assigns and transfers such rights, title or interest to the respective Pledgors. The Collateral Agent shall take all further actions, and provide to the Pledgors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgors to more fully and effectively effectuate the purposes of this Release. The execution and delivery of this Release and any further documents and the performance of any actions by the Collateral Agent are made without representation or warranty by, or recourse to, the Collateral Agent.

This Release shall be construed in accordance with and governed by the law of the State of New York.

(Signature page follows)

[Patent and Trademark Release]

TRADEMARK
REEL: 004534 FRAME: 0020

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in the Released IP to be executed and delivered by its duly authorized officer as of the date first set forth above.

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent,

By: 
Name: Dawn Lee Lum
Title: Executive Director

[Patent and Trademark Release]

TRADEMARK
REEL: 004534 FRAME: 0021

SCHEDULE I

U.S. Patent Registrations

<u>Company</u>	<u>Patent Numbers</u>	<u>Issue Date</u>
	NONE	

U.S. Patent Applications

<u>Company</u>	<u>Patent Application No.</u>	<u>Filing Date</u>
PHARMERICA TECHNOLOGY SOLUTIONS, LLC	10/848,157	05/19/04

SCHEDULE II


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
PHARMERICA LONG-	MEDMATE word & bar code	09-06-2005	2,992,983

[Patent and Trademark Release]

TERM CARE, INC.	design		
PHARMERICA LONG-TERM CARE, INC.	PHARMERICA FORECASTER	09-05-2006	3,139,556
PHARMERICA LONG-TERM CARE, INC.	MEDMATE	10-24-2006	3,161,289
KINDRED PHARMACY SERVICES, INC.	IT'S MORE THAN JUST FILLING PRESCRIPTIONS, IT'S A FULFILLING CAREER	04-11-2006	3,079,570
KINDRED PHARMACY SERVICES, INC.	ONE PRESCRIPTION AT A TIME, ONE PERSON AT A TIME	03-07-2006	3,066,406

U.S. Trademark Applications

<u>Company</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
PharMerica Corporation	PCA PHARMACY CORPORATION OF AMERICA (plus design) 	01-07-2009	77/644,549 ²

[Patent and Trademark Release]