

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339565

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OPTION CARE, INC.		04/07/2015	CORPORATION: CALIFORNIA
Critical Care Systems, Inc.		04/07/2015	CORPORATION: DELAWARE
Walgreens Infusion Services, Inc.		04/07/2015	CORPORATION: DELAWARE
Clinical Holdings, Inc.		04/07/2015	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	60 Livingston Avenue
Internal Address:	EP-MN-WS3C, Attention: Donald T. Hurrelbrink
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107-2292
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3529339	MAKING HEALTH CARE A LITTLE EASIER
Registration Number:	3693194	CCS CONNECT
Registration Number:	3648133	SIMPLIFYING COMPLEX CARE
Registration Number:	2927156	CRITICAL CARE SYSTEMS
Registration Number:	2961656	CRITICAL CARE SYSTEMS
Registration Number:	3041542	FACTOR APE
Registration Number:	2947872	OPTION CARE
Registration Number:	2972844	I-EMPHSYS
Registration Number:	3429522	OPTIONCARE
Registration Number:	1804925	OPTIONCARE
Registration Number:	1331421	OPTION CARE
Registration Number:	1604898	OPTIONET
Registration Number:	4356912	CLINICAL SPECIALTIES
Registration Number:	3906314	CSI

CH \$365.00 3529339

CORRESPONDENCE DATA**Fax Number:** 2128225178

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: 2125305178**Email:** lkass@milbank.com**Correspondent Name:** Milbank, Tweed, Hadley & McCloy, LLP**Address Line 1:** 28 Liberty Street**Address Line 2:** c/o Lawrence Kass**Address Line 4:** New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.72800
NAME OF SUBMITTER:	Lawrence Kass
SIGNATURE:	/s/ Lawrence Kass
DATE SIGNED:	04/28/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 7, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of U.S. Bank National Association, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

WHEREAS, HC Group Holdings III, Inc., a Delaware corporation, HC Group Holdings II, Inc., a Delaware corporation, and certain other Grantors are party to a Second Lien Security Agreement, dated as of April 7, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

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

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a

Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECOND LIEN SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Second Lien Security Agreement, and the Grantors hereby acknowledge and affirm 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 Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

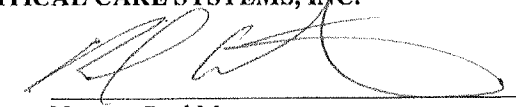
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


OPTION CARE, INC.

By: 
Name: Paul Mastrapa
Title: President


CRITICAL CARE SYSTEMS, INC.

By: 
Name: Paul Mastrapa
Title: President

WALGREENS INFUSION SERVICES, INC.

By: 
Name: Paul Mastrapa
Title: President

CLINICAL HOLDINGS, INC.

By: 
Name: Paul Mastrapa
Title: President



U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent

By:  _____

Name: Joshua A. Hahn
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
Option Care, Inc.	OPTION CARE	N/A	N/A	047596	03/25/07
Option Care, Inc.	MAKING HEALTH CARE A LITTLE EASIER	78967099	09/05/2006	3529339	11/04/08
Critical Care Systems, Inc.	CCS CONNECT	77254659	08/14/07	3693194	10/06/09
Critical Care Systems, Inc.	SIMPLIFYING COMPLEX CARE	77213087	06/22/07	3648133	06/30/09
Critical Care Systems, Inc.	CRITICAL CARE SYSTEMS	76408585	05/15/02	2927156	02/22/05
Critical Care Systems, Inc.	CRITICAL CARE SYSTEMS	76408700	05/15/02	2961656	06/14/05
Walgreens Infusion Services, Inc.	FACTOR APE	78535155	12/19/04	3041542	01/10/06
Walgreens Infusion Services, Inc.	OPTION CARE	78362523	02/4/04	2947872	05/10/05
Walgreens Infusion Services, Inc.	I-EMPHSYS	78174919	10/16/02	2972844	07/19/05
Walgreens Infusion Services, Inc.	OPTIONCARE	77120063	03/1/07	3429522	05/20/08
Walgreens Infusion Services, Inc.	OPTIONCARE (stylized)	74334767	11/25/92	1804925	11/16/93
Walgreens Infusion Services, Inc.	OPTION CARE	73496443	02/05/85	1331421	04/16/85
Walgreens Infusion Services, Inc.	OPTIONET	73807178	06/16/89	1604898	07/03/90
Clinical Holdings, Inc.	 ClinicalSpecialties	85698251	08/08/12	4356912	06/25/13
Clinical Holdings, Inc.		77824690	11/02/10	3906314	01/18/11