

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513207

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amerita, Inc.		03/05/2019	Corporation: DELAWARE
Sorkin's RX LTD		03/05/2019	Limited Company: NEW YORK
Chem RX Pharmacy Services, LLC		03/05/2019	Limited Liability Company: DELAWARE
Millennium Pharmacy Systems, LLC		03/05/2019	Limited Liability Company: DELAWARE
Pharmerica Corporation		03/05/2019	Corporation: DELAWARE
Care First Pharmacy, LLC		03/05/2019	Limited Liability Company: DELAWARE
Res-Care, Inc.		03/05/2019	Corporation: KENTUCKY
Rest-Assured, LLC		03/05/2019	Limited Liability Company: KENTUCKY
RWW Home & Community Rehab Services, Inc.		03/05/2019	Corporation: DELAWARE
ResCare Home Services Pennsylvania, LLC		03/05/2019	Limited Liability Company: DELAWARE
OncoMed Specialty, LLC		03/05/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1300 Thames St.,
Internal Address:	4th Fl., Thames St. Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Serial Number:	78825728	AMERITA
Serial Number:	85733301	AMERITA EXCEPTIONAL PEOPLE PROVIDING EXC
Serial Number:	86264406	AMERITA EXTRAORDINARY PEOPLE PROVIDING E
Serial Number:	86206454	CHEM PLUS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86206445	CHEM RX
Serial Number:	77176873	CHEM RX
Serial Number:	86206414	CHEM RX PHARMACY SERVICES, LLC
Serial Number:	86206450	CHEMLINK
Serial Number:	77824710	FINALLY, A PHARMACY SERVICE THAT DELIVER
Serial Number:	77827875	M
Serial Number:	76481526	M P S RX
Serial Number:	77536237	MPACT
Serial Number:	77874155	MPSRX
Serial Number:	77837925	MPSRX
Serial Number:	77806602	PHARMACY BEDSIDE
Serial Number:	77806271	PHARMACY REPORTS & RECORDS DESK
Serial Number:	77806588	PHARMACY RESPONSE
Serial Number:	77806595	PHARMACY WINDOW
Serial Number:	77806068	RX JUST-IN-TIME DISPENSING
Serial Number:	73681293	
Serial Number:	77630106	CONSULTPRO
Serial Number:	85251946	EZ-MAR
Serial Number:	85230378	EZ-ORDER
Serial Number:	73681294	PHARMACY CORPORATION OF AMERICA
Serial Number:	75336367	PHARMERICA
Serial Number:	86075857	PHARMERICA VALUE. TRUST. PERFORMANCE.
Serial Number:	78926533	
Serial Number:	85223171	RXALLOW
Serial Number:	85213887	RXEXACT
Serial Number:	85085171	RXFORECASTER
Serial Number:	85551172	RXNOW
Serial Number:	85254640	STAR (STRATEGIC TREND ANALYSIS REPORT)
Serial Number:	77086800	VALUE. TRUST. PERFORMANCE.
Serial Number:	77975643	VALUE. TRUST. PERFORMANCE.
Serial Number:	77605034	VIEWMASTERX
Serial Number:	85352119	CAREMED
Serial Number:	85324388	CAREMEDS SPECIALTY PHARMACY
Serial Number:	87660695	CARE FIRST PHARMACY YOUR FAMILY'S RX PRO
Serial Number:	77756557	REST ASSURED ONETOUCH
Serial Number:	77756537	ONETOUCH
Serial Number:	76638356	REST ASSURED
Serial Number:	74249340	REHAB WITHOUT WALLS

Property Type	Number	Word Mark
Serial Number:	85550138	A PLACE TO CALL HOME
Serial Number:	87501325	PHARMACY ALTERNATIVES
Serial Number:	87501321	SPRINGHEALTH BEHAVIORAL HEALTH & INTEGRA
Serial Number:	87569214	REHAB WITHOUT WALLS
Serial Number:	87569207	RWW
Serial Number:	87569217	ALL WAYS CARING
Serial Number:	87550055	SENSE OF HOME
Serial Number:	87484997	A.L.I.G.H.T.
Serial Number:	87447474	SAFE TRANSITIONS
Serial Number:	87762574	BRIGHTSPRING
Serial Number:	85118636	ANGEL COMPANIONS
Serial Number:	85253520	ANGEL COMPANIONS VVV
Serial Number:	87939458	ADORATION
Serial Number:	88124840	GATEWAY
Serial Number:	86272056	LOCAL CARE. NATIONAL REACH.
Serial Number:	86233824	TOTAL PROTOCOL MANAGEMENT
Serial Number:	85462582	ONCO340B
Serial Number:	85462566	ONCOMETRICS
Serial Number:	85462531	ONCOMTM
Serial Number:	85468151	ONCODOSE
Serial Number:	85468143	ONCORX
Serial Number:	85357565	ONCOPATHS
Serial Number:	85357199	ONCOADVOCATE
Serial Number:	85356828	ONCOSOURCE
Serial Number:	85841874	ONCOHUB
Serial Number:	85612173	TRANSPLANT360
Serial Number:	85551649	ONCO360
Registration Number:	2658290	RESCARE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: james.murray@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/07/2019
Total Attachments: 12 source=05. Cardinal - First Lien Trademark Security Agreement#page1.tif source=05. Cardinal - First Lien Trademark Security Agreement#page2.tif source=05. Cardinal - First Lien Trademark Security Agreement#page3.tif source=05. Cardinal - First Lien Trademark Security Agreement#page4.tif source=05. Cardinal - First Lien Trademark Security Agreement#page5.tif source=05. Cardinal - First Lien Trademark Security Agreement#page6.tif source=05. Cardinal - First Lien Trademark Security Agreement#page7.tif source=05. Cardinal - First Lien Trademark Security Agreement#page8.tif source=05. Cardinal - First Lien Trademark Security Agreement#page9.tif source=05. Cardinal - First Lien Trademark Security Agreement#page10.tif source=05. Cardinal - First Lien Trademark Security Agreement#page11.tif source=05. Cardinal - First Lien Trademark Security Agreement#page12.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 5, 2019, is made by each of the signatories listed on the signature pages hereto and each of the other entities that becomes a party hereto from time to time (each, a “Grantor” and collectively the “Grantors”), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of March 5, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Phoenix Intermediate Holdings Inc., a Delaware corporation (“Holdings”), Phoenix Guarantor Inc., a Delaware corporation (the “Borrower”), the several financial institutions from time to time parties thereto and Morgan Stanley Senior Funding, Inc., as the Administrative Agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender has agreed to make Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the First Lien Security Agreement, dated as of March 5, 2019 in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders, the Swingline Lender and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders, the Swingline Lender and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement to Holdings, the Borrower and the Restricted Subsidiaries and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks owned by such Grantor that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent

to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

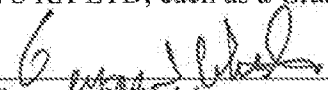
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

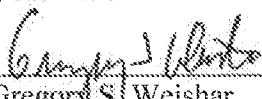
6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AMERITA, INC.
SORKIN'S RX LTD, each as a Grantor

By: 
Name: Gregory S. Weishar
Title: Chief Executive Officer

CHEM RX PHARMACY SERVICES, LLC
MILLENNIUM PHARMACY SYSTEMS,
LLC , each as a Grantor

By: 
Name: Gregory S. Weishar
Title: President

PHARMERICA CORPORATION
CARE FIRST PHARMACY, LLC
RES-CARE, INC.
REST ASSURED, LLC
RWW HOME & COMMUNITY REHAB
SERVICES, INC.,
RESCARE HOME SERVICES
PENNSYLVANIA, LLC,
each as a Grantor

By: _____
Name: Steven S. Reed
Title: Secretary

[Signature page to Trademark Security Agreement (First Lien)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

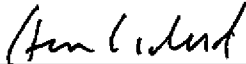
AMERITA, INC.
SORKIN'S RX LTD, each as a Grantor

By: _____
Name: Gregory S. Weishar
Title: Chief Executive Officer

CHEM RX PHARMACY SERVICES, LLC
MILLENNIUM PHARMACY SYSTEMS,
LLC , each as a Grantor

By: _____
Name: Gregory S. Weishar
Title: President

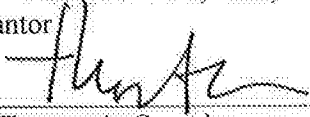
PHARMERICA CORPORATION
CARE FIRST PHARMACY, LLC
RES-CARE, INC.
REST ASSURED, LLC
RWW HOME & COMMUNITY REHAB
SERVICES, INC.,
RESCARE HOME SERVICES
PENNSYLVANIA, LLC,
each as a Grantor

By:  _____
Name: Steven S. Reed
Title: Secretary

[Signature page to Trademark Security Agreement (First Lien)]

TRADEMARK
REEL: 006584 FRAME: 0267

ONCOMED SPECIALTY, LLC,
as the Grantor

By: 
Name: Thomas A. Caneris
Title: Secretary

MORGAN STANLEY SENIOR FUNDING, INC.,
as the Collateral Agent

By:



Name: GRAHAM T. ROBERTSON
Title: AUTHORIZED SIGNATORY

[Signature page to Trademark Security Agreement (First Lien)]

TRADEMARK
REEL: 006584 FRAME: 0269

SCHEDULE A

Trademark Registrations and Applications

	<u>Owner</u>	<u>Trademark</u>	<u>App. No.</u>	<u>Reg. No.</u>
1	Amerita, Inc.	AMERITA	78/825,728	3,336,888
2	Amerita, Inc.	AMERITA EXCEPTIONAL PEOPLE PROVIDING EXCEPTIONAL CARE	85/733,301	4,552,436
3	Amerita, Inc.	AMERITA EXTRAORDINARY PEOPLE PROVIDING EXCEPTIONAL CARE	86/264,406	4,765,711
4	Chem Rx Pharmacy Services, LLC	CHEM PLUS	86/206,454	4,613,424
5	Chem Rx Pharmacy Services, LLC	CHEM RX	86/206,445	4,609,812
6	Chem Rx Pharmacy Services, LLC	CHEM RX	77/176,873	3,368,772
7	Chem Rx Pharmacy Services, LLC	CHEM RX LOGO	86/206,414	4,702,522
8	Chem Rx Pharmacy Services, LLC	CHEMLINK	86/206,450	4,737,591
9	Millennium Pharmacy Systems, LLC	FINALLY, A PHARMACY SERVICE THAT DELIVERS ON THE PROMISE.	77/824,710	3,774,781
10	Millennium Pharmacy Systems, LLC	M (& DESIGN)	77/827,875	3,816,972
11	Millennium Pharmacy Systems, LLC	M P S RX	76/481,526	2,819,177
12	Millennium Pharmacy Systems, LLC	MPACT	77/536,237	3,723,301
13	Millennium Pharmacy Systems, LLC	MPSRX	77/874,155	3,790,250
14	Millennium Pharmacy Systems, LLC	MPSRX (STYLIZED)	77/837,925	3,789,962
15	Millennium Pharmacy Systems, LLC	PHARMACY BEDSIDE (& DESIGN)	77/806,602	3,770,799

	<u>Owner</u>	<u>Trademark</u>	<u>App. No.</u>	<u>Reg. No.</u>
16	Millennium Pharmacy Systems, LLC	PHARMACY REPORTS & RECORDS DESK (& DESIGN)	77/806,271	3,770,784
17	Millennium Pharmacy Systems, LLC	PHARMACY RESPONSE (& DESIGN)	77/806,588	3,770,796
18	Millennium Pharmacy Systems, LLC	PHARMACY WINDOW (& DESIGN)	77/806,595	3,770,798
19	Millennium Pharmacy Systems, LLC	RX JUST-IN-TIME DISPENSING (& DESIGN)	77/806,068	3,770,775
20	PharMerica Corporation	4 HANDS LOGO	73/681,293	1,554,991
21	PharMerica Corporation	CONSULTPRO	77/630,106	3,666,207
22	PharMerica Corporation	EZ-MAR	85/251,946	4,630,516
23	PharMerica Corporation	EZ-ORDER	85/230,378	4,432,847
24	PharMerica Corporation	PHARMACY CORPORATION OF AMERICA	73/681,294	1,528,564
25	PharMerica Corporation	PHARMERICA	75/336,367	2,304,597
26	PharMerica Corporation	PHARMERICA VALUE. TRUST. PERFORMANCE. (AND DESIGN)	86/075,857	4,665,671
27	PharMerica Corporation	PILL PACK LOGO	78/926,533	3,656,001
28	PharMerica Corporation	RXALLOW	85/223,171	4,104,283
29	PharMerica Corporation	RXEXACT	85/213,887	4,006,121
30	PharMerica Corporation	RXFORECASTER	85/085,171	4,500,114
31	PharMerica Corporation	RXNOW	85/551,172	4,568,715
32	PharMerica Corporation	STAR (STRATEGIC TREND ANALYSIS REPORT)	85/254,640	4,120,643
33	PharMerica Corporation	VALUE. TRUST. PERFORMANCE.	77/086,800	3,651,627
34	PharMerica Corporation	VALUE. TRUST. PERFORMANCE.	77/975,643	3,463,909
35	PharMerica Corporation	VIEWMASTERX	77/605,034	3,825,885
36	Sorkin's Rx Ltd.	CAREMED	85/352,119	4,582,454
37	Sorkin's Rx Ltd.	CAREMEDS SPECIALTY PHARMACY	85/324,388	4,242,868

	<u>Owner</u>	<u>Trademark</u>	<u>App. No.</u>	<u>Reg. No.</u>
38	Care First Pharmacy, LLC	CARE FIRST PHARMACY YOUR FAMILY'S RX PROVIDER	87/660,695	N/A
39	Rest Assured, LLC	REST ASSURED ONETOUCH	77756557	3905086
40	Rest Assured, LLC	ONETOUCH	77756537	3838972
41	Res-Care, Inc.	RESCARE	7624089	2658290
42	Rest Assured, LLC	REST ASSURED	76638356	3161395
43	RWW Home & Community Rehab Services, Inc.	REHAB WITHOUT WALLS	74249340	1722858
44	Res-Care, Inc.	A PLACE TO CALL HOME	85550138	4213864
45	Res-Care, Inc.	PHARMACY ALTERNATIVES	87501325	5500815
46	Res-Care, Inc.	SPRINGHEALTH BEHAVIORAL HEALTH & INTEGRATED CARE	87501321	5442351
47	RWW Home & Community Rehab Services, Inc.	REHAB WITHOUT WALLS	87569214	5427772
48	RWW Home & Community Rehab Services, Inc.	RWW	87569207	5427771
49	Res-Care, Inc.	ALL WAYS CARING	87569217	PENDING
50	Res-Care, Inc.	SENSE OF HOME	87550055	5499417
51	Res-Care, Inc.	A.L.I.G.H.T.	87484997	5531500
52	Res-Care, Inc.	SAFE TRANSITIONS	87447474	5531333
53	Res-Care, Inc.	BRIGHTSPRING	87762574	5597520
54	Rescare Home Care Services Pennsylvania, LLC	ANGEL COMPANIONS	85118636	3969570
55	Rescare Home Care Services Pennsylvania, LLC	ANGEL COMPANIONS W & DESIGN	85253520	4126704

	<u>Owner</u>	<u>Trademark</u>	<u>App. No.</u>	<u>Reg. No.</u>
56	Res-Care, Inc.	ADORATION	87939458	5586373
57	Res-Care, Inc.	GATEWAY	88124840	PENDING
58	OncoMed Specialty, LLC DBA Onco360	LOCAL CARE. NATIONAL REACH.	86272056	4721544
59	OncoMed Specialty, LLC DBA Onco360	TOTAL PROTOCOL MANAGEMENT	86233824	4838557
60	OncoMed Specialty, LLC DBA Onco360	ONCO340B	85462582	4227562
61	OncoMed Specialty, LLC DBA Onco360	ONCOMETRICS	85462566	4227561
62	OncoMed Specialty, LLC DBA Onco360	ONCOMTM	85462531	4227560
63	OncoMed Specialty, LLC DBA Onco360	ONCODOSE	85468151	4167926
64	OncoMed Specialty, LLC DBA Onco360	ONCORX	85468143	4167925
65	OncoMed Specialty, LLC DBA Onco360	ONCOPATHS	85357565	4093882
66	OncoMed Specialty, LLC DBA Onco360	ONCOADVOCATE	85357199	4093862
67	OncoMed Specialty, LLC DBA Onco360	ONCOSOURCE	85356828	4093849
68	OncoMed Specialty, LLC DBA Onco360	ONCOHUB	85841874	4700317
69	OncoMed Specialty, LLC DBA Onco360	TRANSPLANT360	85612173	4325811
70	OncoMed Specialty, LLC DBA Onco360	ONCO360	85551649	4306569