

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516782

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Script, Inc.		03/21/2019	Corporation: ILLINOIS
Allegro Enterprises, Inc.		03/21/2019	Corporation: ARIZONA
Advantage Medical Equipment & Supply, Inc.		03/21/2019	Corporation: INDIANA
Scrip Holding Corporation		03/21/2019	Corporation: DELAWARE
Scrip Products Corporation		03/21/2019	Corporation: DELAWARE
Scrip Acquisition, Inc.		03/21/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Capital Southwest Corporation, as Administrative Agent
Street Address:	5400 LBJ Freeway, Suite 1300
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3226158	ORGANIC NATURALS
Registration Number:	2729160	PRO-MED PRODUCTS
Registration Number:	2515251	SCRIP
Registration Number:	4386487	LOTUS TOUCH
Registration Number:	4386488	LOTUS TOUCH
Registration Number:	2524415	SCRIP
Registration Number:	4068104	PROMED PRODUCTS XPRESS MOVING YOU FORWAR
Registration Number:	3783451	NRG
Registration Number:	3816366	NRG ENERGY MASSAGE TABLES
Registration Number:	4163886	MASSAGE FX
Registration Number:	4167062	MASSAGE FX
Registration Number:	4315001	KÜR
Registration Number:	4474840	MASSAGE WAREHOUSE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4475378	MASSAGE WAREHOUSE & SPA ESSENTIALS
Registration Number:	4534567	MASSAGE WAREHOUSE SANCTUARY
Registration Number:	4537584	SCRIPHESSCO
Registration Number:	4537586	S SCRIP HESSCO
Registration Number:	4864349	VEDALUX
Registration Number:	4948978	THERAPRO
Registration Number:	3271146	HELP FOR HOME
Registration Number:	3278516	HELP FOR HOME PATIENT REHAB SUPPLIES TO
Registration Number:	3425867	ALLEGROMEDICAL
Registration Number:	5083456	MASSAGE WAREHOUSE MASSAGE · SPA · SALON
Serial Number:	87201304	SCRIPMEDICAL

CORRESPONDENCE DATA

Fax Number: 3036293450

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: 303-629-3400

Email: burtner.jody@dorsey.com

Correspondent Name: Dorsey & Whitney LLP

Address Line 1: 1400 Wewatta Street, Suite 400

Address Line 2: IP Department

Address Line 4: Denver, COLORADO 80202-5549

ATTORNEY DOCKET NUMBER:	504083-10
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal
SIGNATURE:	/Jody L. Burtner/
DATE SIGNED:	04/01/2019

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented, extended, joined and/or otherwise modified from time to time, this “IP Security Agreement”) dated as of March 21, 2019, is made by SCRIP, INC., an Illinois corporation, ALLEGRO ENTERPRISES, INC., an Arizona corporation, ADVANTAGE MEDICAL EQUIPMENT & SUPPLY, INC., an Indiana corporation, SCRIP HOLDING CORPORATION, a Delaware corporation, SCRIP PRODUCTS CORPORATION, a Delaware corporation, and SCRIP ACQUISITION, INC., a Delaware corporation (individually, each a “Grantor” and collectively, jointly and severally, the “Grantors”), in favor of CAPITAL SOUTHWEST CORPORATION, as administrative agent (together with its successors and assigns, in such capacity, the “Administrative Agent”) for itself and the other financial institutions from time to time party to the Credit Agreement described below (collectively, the “Lenders”).

WHEREAS, Grantors and the other Loan Parties from time to time party thereto have entered into that certain Credit Agreement with the Administrative Agent, Revolver Agent and the Lenders, dated as of March 21, 2019 (as amended, amended and restated, supplemented, extended, joined and/or otherwise modified, the “Credit Agreement”);

WHEREAS, under the terms of the Credit Agreement and the other Loan Documents, each Grantor has granted to the Administrative Agent, on behalf of the Lenders, a security interest in, among other property, all Intellectual Property (as defined in the Security Agreement) of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

SECTION 1. **Definitions**. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement, or if not therein, in the Uniform Commercial Code as in effect in the state of New York. The following terms have the meanings set forth below:

(a) “Copyrights” means (a) all copyrights in all Works (as defined in the Security Agreement), now existing or hereafter created or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and (b) all renewals thereof.

(b) “Patents” means (a) all letters patent of the United States or any other country and all reissues and extensions thereof, and (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof.

(c) “Trademarks” means (a) all trademarks and service marks, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and

recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (b) all renewals thereof.

SECTION 2. **Grant of Security**. Each Grantor hereby grants to the Administrative Agent, on behalf of the Lenders, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(iii) all of its Copyrights, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. **Security for Obligations**. The grant of a security interest in the Collateral by the Grantors under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the other Loan Documents. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this IP Security Agreement and the Credit Agreement, the Credit Agreement shall control.

SECTION 7. **Governing Law.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF EXCEPT FOR SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW), THE LAW OF THE STATE OF NEW YORK.

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

GRANTORS

SCRIP, INC.

By: William P. James J
Name: William P. James
Title: Secretary

ALLEGRO ENTERPRISES, INC.

By: William P. James J
Name: William P. James
Title: Secretary

**ADVANTAGE MEDICAL EQUIPMENT &
SUPPLY, INC.**

By: William P. James J
Name: William P. James
Title: Secretary

SCRIP HOLDING CORPORATION

By: _____
Name: Kenneth Lau
Title: President, Vice President, Treasurer & Secretary

SCRIP PRODUCTS CORPORATION

By: William P. James J
Name: William P. James
Title: Secretary

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

GRANTORS

SCRIP, INC.

By: _____
Name: William P. James
Title: Secretary

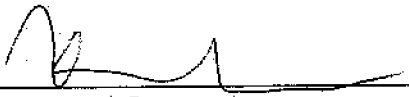
ALLEGRO ENTERPRISES, INC.

By: _____
Name: William P. James
Title: Secretary

**ADVANTAGE MEDICAL EQUIPMENT &
SUPPLY, INC.**

By: _____
Name: William P. James
Title: Secretary

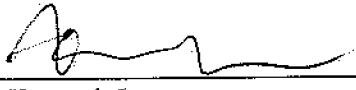
SCRIP HOLDING CORPORATION

By:  _____
Name: Kenneth Lau
Title: President, Vice President, Treasurer & Secretary

SCRIP PRODUCTS CORPORATION

By: _____
Name: William P. James
Title: Secretary

SCRIP ACQUISITION, INC.

By:  _____

Name: Kenneth Lau

Title: President, Vice President, Treasurer & Secretary

Accepted and agreed to as of the
date first above written.

ADMINISTRATIVE AGENT:

CAPITAL SOUTHWEST CORPORATION,
as Administrative Agent

By: 

Name: Josh Weinstein

Title: Managing Director

4812-0400-0396

TRADEMARK
REEL: 006605 FRAME: 0587





SCHEDULE A
TO
IP SECURITY AGREEMENT




PATENTS

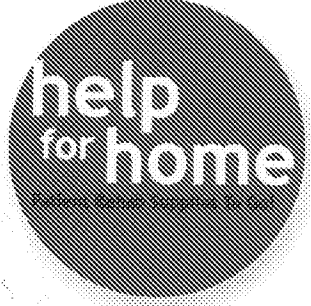


<u>Patent</u>	<u>Owner</u>	<u>Registration No.</u>
ADJUSTABLE HEAD-SUPPORT FOR THERAPY TABLES	Scrip, Inc.	7424759
ADJUSTABLE HEAD-SUPPORT FOR THERAPY TABLES	Scrip, Inc.	7080420

SCHEDULE B
TO
IP SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Registration/Application No.</u>
ORGANIC NATURALS	Scrip, Inc.	3,226,158
PRO-MED PRODUCTS	Scrip, Inc.	2,729,160
SCRIP	Scrip, Inc.	2,515,251
LOTUS TOUCH	Scrip, Inc.	4,386,487
LOTUS TOUCH AND DESIGN 	Scrip, Inc.	4,386,488
SCRIP	Scrip, Inc.	2,524,415
	Scrip, Inc.	4,068,104
NRG	Scrip, Inc.	3,783,451
	Scrip, Inc.	3,816,366
MASSAGE FX	Scrip, Inc.	4,163,886
MASSAGE FX AND DESIGN 	Scrip, Inc.	4,167,062
KÜR	Scrip, Inc.	4,315,001
MASSAGE WAREHOUSE	Scrip, Inc.	4,474,840
MASSAGE WAREHOUSE & SPA ESSENTIALS AND DESIGN	Scrip, Inc.	4,475,378

Trademark	Owner	Registration/Application No.
 Massage Warehouse & SPA ESSENTIALS		
SANCTUARY MASSAGE WAREHOUSE AND DESIGN 	Scrip, Inc.	4,534,567
SCRIPHESSCO	Scrip, Inc.	4,537,584
S SCRIPHESSCO AND DESIGN 	Scrip, Inc.	4,537,586
VEDALUX	Scrip, Inc.	4,864,349
THERAPRO	Scrip, Inc.	4,948,978
HELP FOR HOME	Advantage Medical Equipment and Supplies, Inc.	3,271,146
HELP FOR HOME PATIENT REHAB SUPPLIES TO GO!	Advantage Medical Equipment	3,278,516

<u>Trademark</u>	<u>Owner</u>	<u>Registration/Application No.</u>
	and Supplies, Inc.	
ALLEGROMEDICAL	Allegro Enterprises, Inc. d/b/a Allegro Medical	3,425,867
MASSAGE WAREHOUSE MASSAGE SPA SALON & Design 	Scrip, Inc.	5,083,456
SCRIPMEDICAL & Design 	Scrip, Inc.	Serial No. 87201304 [Applicant]

SCHEDULE C
TO
IP SECURITY AGREEMENT

COPYRIGHTS

<u>Copyright</u>	<u>Owner</u>	<u>Registration No.</u>
Scrip Chiropractic Supply Catalog 2004	Scrip, Inc.	VA0001266217
Scrip Chiropractic Supply Catalog 2005	Scrip, Inc.	VA0001290113
Scrip Massage and Spa Supply: 2004-2005	Scrip, Inc.	VA0001271088
Magic Bullet	Allegro Enterprises, Inc	VA0001750032 23-November- 2010
Peddle Master	Allegro Enterprises, Inc.	VA0001750035

Schedule C