

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568675

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PANTHERX SPECIALTY LLC		03/23/2020	Limited Liability Company: PENNSYLVANIA
PANTHERX ACCESS SERVICES LLC		03/23/2020	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	THE HUNTINGTON NATIONAL BANK
Street Address:	310 Grant Street
Internal Address:	PIT25
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	5991255	DEFINING RARE PHARMACY.
Registration Number:	5934184	RXARECARE
Registration Number:	5056570	THE RARE DISEASE SP
Registration Number:	5056571	THE RARE DISEASE SPECIALTY PHARMACY
Registration Number:	4945113	REINVENTING SPECIALTY REVOLUTIONIZING PH
Registration Number:	5812537	RAREMED
Registration Number:	5812539	ACCELERATING CARE IN RARE
Registration Number:	5639817	RAREMED SOLUTIONS
Registration Number:	5639830	RAREMED SOLUTIONS ACCELERATING CARE IN R
Registration Number:	4945115	
Serial Number:	88191027	PANTHERX SPECIALTY PHARMACY
Serial Number:	88522655	DEFINING RARE
Serial Number:	88522640	SWFT
Serial Number:	88522619	PANTHERX RARE
Serial Number:	88522573	SWFT SPECIALTY WORKFLOW TECHNOLOGY
Serial Number:	88522586	PRX

OP \$440.00 5991255

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88193533	PANTHERX

CORRESPONDENCE DATA

Fax Number:

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: 804 775 1676
Email: edavenport@mcguirewoods.com
Correspondent Name: Michael A. Shafer, McGuireWoods LLP
Address Line 1: 800 East Canal Street
Address Line 2: Gateway Plaza
Address Line 4: Richmond, VIRGINIA 23219-3916

NAME OF SUBMITTER:	Michael A. Shafer
SIGNATURE:	/Michael A. Shafer/
DATE SIGNED:	03/24/2020

Total Attachments: 7

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**ACKNOWLEDGEMENT OF SECURITY INTEREST
IN TRADEMARKS AND DOMAIN NAMES**

THIS ACKNOWLEDGEMENT OF SECURITY INTEREST IN TRADEMARKS AND DOMAIN NAMES (this "Agreement"), dated as of March 23, 2020, is made by **PANTHERX SPECIALTY LLC**, a Pennsylvania limited liability company ("PANTHERx Specialty"), and **PANTHERX ACCESS SERVICES LLC**, a Pennsylvania limited liability company ("PANTHERx Access", and together with PANTHERx Specialty, collectively the "Grantors" and each, individually, a "Grantor") in favor of **THE HUNTINGTON NATIONAL BANK** (the "Lender").

W I T N E S S E T H:

WHEREAS, the Grantors have entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement") with Lender.

WHEREAS, to secure the Obligations (as defined in the Credit Agreement) under the Credit Agreement, the Grantors have entered into that certain Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Lender; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to Lender a security interest in such Grantor's intellectual property, including, without limitation, Trademarks (as defined in the Security Agreement) and domain names of such Grantor; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

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

SECTION 2. Grant of Security Interest. Each Grantor hereby confirms that pursuant to the Security Agreement, such Grantor has granted to the Lender a security interest in all of the Trademarks and domain names of such Grantor (including, without limitation, those items listed on Schedule A hereto), any and all goodwill associated therewith, and all proceeds and products of any and all of the Trademarks or domain names of such Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted pursuant to the Security Agreement with

the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantors hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks and domain names are 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.

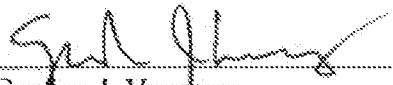
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow.]

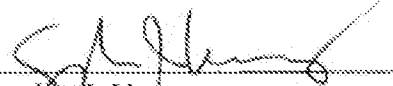
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first written above.

GRANTORS:

PANTHERX SPECIALTY LLC

By: 
Name: Gordon J. Vanscoy
Title: Chief Executive Officer

PANTHERX ACCESS SERVICES LLC

By: 
Name: Gordon J. Vanscoy
Title: Chief Executive Officer

LENDER:

THE HUNTINGTON NATIONAL BANK

By: 

Name: Nicholas J. Walsh

Title: Senior Vice President

[Signature Page to Acknowledgment of Security Interests in Trademarks and Domain Names]

TRADEMARK
REEL: 006899 FRAME: 0061

SCHEDULE A
TRADEMARKS

Registered Trademarks:

Grantor	Trademark	Reg. No.	Reg. Date
Pantherx Specialty, LLC	DEFINING RARE PHARMACY.	5991255	February 18, 2020
Pantherx Specialty, LLC	RXARECARE	5934184	December 10, 2019
Pantherx Specialty, LLC	THE RARE DISEASE SP	5056570	April 21, 2016
Pantherx Specialty, LLC		5056571	April 21, 2016
Pantherx Specialty, LLC	REINVENTING SPECIALTY REVOLUTIONIZING PHARMACY REDEFINING CARE	4945113	July 27, 2015
Pantherx Specialty, LLC	RAREMED	5812537	July 23, 2019
Pantherx Specialty, LLC	ACCELERATING CARE IN RARE	5812539	July 23, 2019
Pantherx Specialty, LLC	RareMed Solutions	5639817	December 25, 2018
Pantherx Specialty, LLC		5639830	December 25, 2018

Pending Trademarks:

Grantor	Trademark	Reg. No.	Reg. Date
Pantherx Specialty, LLC		4945115	April 26, 2016
Pantherx Specialty, LLC	PANTHERX SPECIALTY PHARMACY	88191027	November 12, 2018
Pantherx Specialty, LLC	DEFINING RARE	88522655	July 18, 2019
Pantherx Specialty, LLC		88522640	July 18, 2019
Pantherx Specialty, LLC		88522619	July 18, 2019
Pantherx Specialty, LLC		88522573	July 18, 2019
Pantherx Specialty, LLC	PR	88522586	July 18, 2019
Pantherx Specialty, LLC	PANTHERX	88193533	November 14, 2018

Trademark Licenses:

None.

DOMAIN NAMES

Domain Name	Expiration Date
pantheraccessservices.com	7/15/2020
pantherspecialtyrx.com	11/21/2020
pantherxaccess.com	7/15/2020
pantherxspecialty.com	11/21/2020

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