

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Priority Healthcare Corporation		09/16/2010	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	CuraScript, Inc.
Street Address:	6272 Lee Vista Boulevard
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32822
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2824576	PH NEIGHBORHOOD
Registration Number:	2839599	MS NEIGHBORHOOD
Registration Number:	2836012	CANCER NEIGHBORHOOD
Registration Number:	2952607	MORE THAN A PHARMACY, A HEALTHCARE PARTNER
Registration Number:	3002316	THE WAY WE TREAT YOU MAKES YOU FEEL BETTER IN A LOT OF WAYS
Registration Number:	2971809	THIS IS THE BEGINNING OF A STRONG HEALTHY RELATIONSHIP
Registration Number:	2949129	
Registration Number:	2935422	WE PUT THE CARE BACK INTO HEALTHCARE

CORRESPONDENCE DATA

Fax Number: (314)259-2020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3142592000
 Email: lori.bowen@bryancave.com

CH \$215.00 2824576

Correspondent Name: Lindsay E. Cohen
Address Line 1: 211 North Broadway, Ste 3600
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0309197
NAME OF SUBMITTER:	Lindsay E. Cohen
Signature:	/Lindsay E. Cohen/
Date:	09/16/2010

Total Attachments: 2
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is effective as of the 16th day of September, 2010, by and between Priority Healthcare Corporation, an Indiana corporation, (hereinafter "Assignor"), and CuraScript, Inc., a Delaware corporation (hereinafter "Assignee").

WHEREAS, Assignor owns, has adopted, used, intends to use and is using various trademarks/service marks listed on Schedule A (the "Marks"), and owns other transferable rights associated with its ongoing and existing business including, but not limited to, the goodwill of the business associated with said Marks; and

WHEREAS, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in, to and under the Marks;


NOW THEREFORE, for ten dollars (\$10.00) and in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Marks;

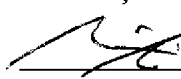
2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks or other rights associated with the portion of the business to which the Marks pertain.

WHEREFORE, Assignor and Assignee have caused this Assignment to be duly executed below, on the date indicated, by their duly authorized officers.

PRIORITY HEALTHCARE CORPORATION


By: 
Keith Ebling
Title: Vice President
Date: 9/14/10

CURASCRIPT, INC.

By: 
Martin Akins
Title: Assistant Secretary
Date: 9/14/10

Schedule A

(Trademarks and Service Marks, including filing/priority date, registration date, and registration number)

MARK	FILING DATE/ PRIORITY DATE	REG. DATE	SERIAL NO./ REG. NO.
PH NEIGHBORHOOD	10/18/2002	03/23/2004	2,824,576
MS NEIGHBORHOOD	10/18/2002	05/11/2004	2,839,599
CANCER NEIGHBORHOOD	10/25/2002	04/27/2004	2,836,012
MORE THAN A PHARMACY, A HEALTHCARE PARTNER	04/03/2003	05/17/2005	2,952,607
THE WAY WE TREAT YOU MAKES YOU FEEL BETTER IN A LOT OF WAYS	04/03/2003	09/27/2005	3,002,316
THIS IS THE BEGINNING OF A STRONG, HEALTHY RELATIONSHIP	04/03/2003	07/19/2005	2,971,809
	04/08/2003	05/10/2005	2,949,129
WE PUT THE CARE BACK INTO HEALTHCARE	04/03/2003	03/22/2005	2,935,422