

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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:	Express Scripts, Inc.
Street Address:	One Express Way
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63121
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2824575	FERTILITY NEIGHBORHOOD
Registration Number:	2948670	
Registration Number:	2631396	
Registration Number:	3084157	FREEDOM DRUG
Registration Number:	2578208	THE FREEDOM ADVANTAGE

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

ATTORNEY DOCKET NUMBER:	0309197
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NAME OF SUBMITTER:	Linday E. Cohen
Signature:	/Lindsay E. Cohen/
Date:	09/16/2010
Total Attachments: 2 source=SIGNED Assign from Priority to ESI – FREEDOM marks#page1.tif source=SIGNED Assign from Priority to ESI – FREEDOM marks#page2.tif	

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 Express Scripts, 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

EXPRESS SCRIPTS, INC.

By: 



Marcus Magnuson

Title: Assistant Secretary

Date: 9/16/10

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.
FERTILITY NEIGHBORHOOD	10/18/2002	03/23/2004	2,824,575
	11/19/2001	05/15/2005	2,948,670
	11/19/2001	10/08/2002	2,631,396
FREEDOM DRUG	10/06/2004	04/25/2006	3,084,157
THE FREEDOM ADVANTAGE	05/22/2001	06/11/2002	2,578,208