

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
B.J.K. Inc.		11/04/2010	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
Name:	Chem RX Pharmacy Services, LLC		
Street Address:	1901 Campus Place		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40299		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3368772	CHEM RX	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(202)955-5564		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2029553000		
Email:	kimberly.hoover@hklaw.com		
Correspondent Name:	Kimberly Hoover		
Address Line 1:	2099 Pennsylvania Avenue NW		
Address Line 2:	Suite 100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	112192-33		
NAME OF SUBMITTER:	Kimberly Hoover		
Signature:	/kimberly hoover/		
Date:	11/05/2010		

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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, B.J.K. INC., a New York corporation with its address at 750 Park Place, Long Beach, New York 11561 (hereinafter referred to as "*Assignor*"), effective as of November 4<sup>th</sup>, 2010, hereby transfers, assigns, and conveys to CHEM RX PHARMACY SERVICES, LLC, a Delaware limited liability company and formerly known as Chem Rx Acquisition Sub, LLC, having a principal place of business at 1901 Campus Place, Louisville, Kentucky 40299 (hereinafter referred to as "*Assignee*"), pursuant to that certain Asset Purchase Agreement, dated as of September 26, 2010, as amended by that certain Amendment No. 1, dated as of October 22, 2010, and Amendment No. 2, dated as of November 2, 2010 (the "*Purchase Agreement*"), by and among ASSIGNOR, ASSIGNEE, and certain other parties signatory thereto, ASSIGNOR's entire worldwide right, title and interest in and to, as well as the goodwill of the trademark registrations, trade names, service marks, and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future. Together with ASSIGNOR's entire right, title and interest in, as well as the goodwill of the business associated with, the above trademark, service mark and trade name rights being assigned to ASSIGNEE, are any and all rights and privileges in the United States as well as throughout the entire world associated with same, including the right to sue for any and all past infringement which may have occurred at any time up to the date of this Agreement.

ASSIGNOR hereby covenants and warrants that it has the full right to convey the above-described worldwide right, title and interest by this instrument, free of any Liens or Claims, other than Permitted Liens and Assumed Liabilities.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark, service mark and trade name rights or to maintain said registrations before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, at ASSIGNEE's expense, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to said trademarks, service marks and trade names.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to ASSIGNEE, its successors and/or assigns.

Capitalized terms used herein and not otherwise defined herein shall have the meaning given such terms in the Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Trademark Assignment Agreement, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase

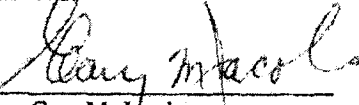
Agreement or the survival thereof. Nothing in this Trademark Assignment Agreement shall constitute an assignment or assumption of any Acquired Asset, or an attempted assignment or an attempted assumption thereof, to the extent that, without the consent of a third party, such assignment or attempted assignment, or assumption or attempted assumption, would constitute a breach thereof, unless otherwise provided under the Bankruptcy Code or Sale Order.

[Signature page follows immediately.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

**ASSIGNOR:**

**B.J.K. INC.**

By: 

Name: Gary M. Jacobs  
Title: Chief Financial Officer

**ASSIGNEE:**

**CHEM RX PHARMACY SERVICES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signature page to Trademark Assignment Agreement*

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

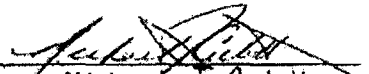
**ASSIGNOR:**

**B.J.K. INC.**

By: \_\_\_\_\_  
Name: Gary M. Jacobs  
Title: Chief Financial Officer

**ASSIGNEE:**

**CHEM RX PHARMACY SERVICES, LLC**

By:   
Name: Michael J. Culotta  
Title: Treasurer

*Signature page to Trademark Assignment Agreement*

SCHEDULE A

Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	CHEM RX	3,368,772	1-15-2008