

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
Independence Blue Cross		09/10/2010	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	FutureScripts, LLC		
Street Address:	1901 Market Street		
Internal Address:	22nd Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103-1480		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3309672	FUTURE SCRIPTS	
Registration Number:	3240759	FUTURESCRIPTS	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3129774400		
Email:	ipdocket@uhlaw.com, bsugar@uhlaw.com		
Correspondent Name:	Bryan P. Sugar c/o Ungaretti & Harris		
Address Line 1:	70 West Madison Street		
Address Line 2:	Suite 3500, Attn.: IP TM Docket		
Address Line 4:	Chicago, ILLINOIS 60602-4224		
ATTORNEY DOCKET NUMBER:	1003452-8137		
NAME OF SUBMITTER:	Bryan P. Sugar		

Signature:	/Bryan P. Sugar/
Date:	05/03/2013
Total Attachments: 4 source=FUTURESCRIPT Trademark Assignment-9-10-10#page1.tif source=FUTURESCRIPT Trademark Assignment-9-10-10#page2.tif source=FUTURESCRIPT Trademark Assignment-9-10-10#page3.tif source=FUTURESCRIPT Trademark Assignment-9-10-10#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made by Independence Blue Cross, a Pennsylvania non-profit corporation ("Assignor") to FutureScripts, LLC, a Pennsylvania limited liability company ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Equity Interest Purchase Agreement, dated as of August 4, 2010 (the "Effective Date"), by and among Assignee, Assignor, QCC Insurance Company, a Pennsylvania corporation and subsidiary of Assignor, FutureScripts Secure LLC, a Pennsylvania limited liability company, and Catalyst Health Solutions, Inc., a Delaware corporation (the "Purchase Agreement");

B. Assignor has adopted and used in commerce, and owns all right, title and interest in and to the trademarks set forth in Schedule A, attached hereto and made a part hereof, together with all registrations and applications for registration thereof, all common law rights with respect thereto, and all rights to sue and recover for past, present and future infringement thereof (collectively referred to herein as the "Assigned Trademarks");

C. Assignee wishes to acquire, and Assignor wishes to assign and transfer to Assignee, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

D. Assignee and Assignor desire to record the assignments set forth in this Trademark Assignment.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee Assignor's entire right, title and interest in and to the Assigned Trademarks, including, but not limited to, all benefits, privileges, causes of action (whether in law or equity), income, royalties, remedies, damages or payments accrued, due or payable and relating to such Assigned Trademarks as of the Effective Date or thereafter, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement thereof, (c) grant licenses or other interests therein and (d) otherwise fully and entirely stand in the place of Assignor in all matters related thereto. The foregoing includes, and Assignor hereby sells, assigns, transfers, and conveys to Assignee, all goodwill symbolized by the Assigned Trademarks. Assignee accepts such sale, assignment, transfer, and conveyance of the Assigned Trademarks, and assumes (and shall pay, perform and discharge when due) all obligations with respect to such Assigned Trademarks from and after the Closing (as defined in the Purchase Agreement).

Assignor agrees, at Assignee's expense, to take such further action and to execute such additional documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Trademark Agreement.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative.

ASSIGNOR:

Independence Blue Cross

By: [Signature]

Name: I. Steven Udvarhelyi

Title: EVP, Health Services

STATE OF Penn.)
)
) ss.:
COUNTY OF Phila.)

On this 10th day of Sept., 2010, before me personally appeared [Signature] known to me, who being duly sworn, did depose and say that that the foregoing Trademark Assignment was made for the purposes and considerations so stated, and that he was authorized to act on behalf of Independence Blue Cross in entering into such Trademark Assignment.

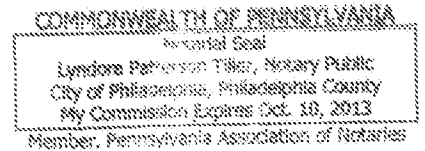
[Signature]
Notary Public: Lyndora Patterson Tiller
My commission expires: October 10, 2013

ACKNOWLEDGED BY:
ASSIGNEE:

FutureScripts, LLC

By: _____
Name: _____
Title: _____

Date: _____



Schedule A

ASSIGNED TRADEMARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
FUTURE SCRIPTS X	3309672	10/09/2007
FUTURESCRIPTS	3240759	05/08/2007