

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
Longs Drug Stores California, Inc.		12/31/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CVS Pharmacy, Inc.		
Street Address:	One CVS Drive		
City:	Woonsocket		
State/Country:	RHODE ISLAND		
Postal Code:	02895		
Entity Type:	CORPORATION: RHODE ISLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3419799	SUN & SOIL	
CORRESPONDENCE DATA			
Fax Number:	2039757180		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2033536834		
Email:	clondon@edwardswildman.com		
Correspondent Name:	Edwards Wildman Palmer LLP		
Address Line 1:	P.O. Box 130; F.D.R. Station		
Address Line 2:	Paralegal Christina London		
Address Line 4:	New York, NEW YORK 10150		
ATTORNEY DOCKET NUMBER:	40510-4055		
NAME OF SUBMITTER:	Christina London		
Signature:	/christina london/		

CH \$40.00 3419799

Date:

10/15/2013

Total Attachments: 2

source=SUN & SOIL Assignment US3419799#page1.tif

source=SUN & SOIL Assignment US3419799#page2.tif

TRADEMARK ASSIGNMENT

This assignment is effective December, 2008, by and between Longs Drug Stores California, Inc., now known as Longs Drug Stores California, L.L.C. , a California corporation, ("Assignor") and CVS Pharmacy, Inc., a Rhode Island corporation ("Assignee").

Assignor has adopted, used and is using the trademark SUN & SOIL, as represented in U.S. Registration No. 3,419,799 (the "Trademark");

Assignor is desirous of assigning, transferring and setting over the Trademark to Assignee and Assignee is desirous of acquiring the Trademark and Registration that may issue thereon;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, Assignor does hereby transfer, assign and set over to Assignee all of its right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, together with all claims for damages by reason of past infringement of the Trademark with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor further covenants that it will, upon request, execute and deliver to Assignee any further documents and instruments, and take all other lawful acts deemed necessary by Assignee to enable Assignee to obtain, maintain and enforce the full benefits of the rights and interest herein assigned.

This Assignment shall be binding upon the successors, assigns or other legal representatives of Assignor and shall inure the benefit of the successors, assigns or other legal representatives of Assignee.

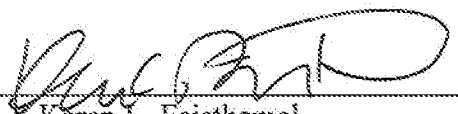
IN WITNESS WHEREOF, each party hereto has caused this Assignment to be executed
by its duly authorized officer as of the date first written above.

LONGS DRUG STORES CALIFORNIA, INC.
Now known as LONGS DRUG STORES CALIFORNIA, L.L.C.

By: 
Thomas S. Moffatt
President

AGREED AND ACCEPTED:

CVS PHARMACY, INC.

By: 
Karen L. Feisthamel
Assistant Secretary