

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309853

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WALGREEN CO.		06/25/2014	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Take Care Health Systems, Inc.		
<b>Street Address:</b>	205 Miller Springs Court		
<b>City:</b>	Franklin		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37067		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3541994	HEALTHY MEASURES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155911400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	415-591-1000		
<b>Email:</b>	trademarksSF@winston.com		
<b>Correspondent Name:</b>	Becky L. Troutman c/o Winston & Strawn		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	009511.00029		
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman		
<b>SIGNATURE:</b>	/Becky L. Troutman/		
<b>DATE SIGNED:</b>	07/07/2014		
<b>Total Attachments: 3</b>			
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**ASSIGNMENT OF TRADEMARK**

This Assignment of Trademark ("Assignment") is entered this 25<sup>th</sup> day of June, 2014, by and between WALGREEN CO., a corporation organized and existing under the laws of the State of Illinois, with offices at 108 Wilmot Road, Deerfield, Illinois 60015, United States of America ("Assignor"), and Take Care Health Systems, Inc., a corporation organized and existing under the laws of the State of Delaware, with offices at 205 Miller Springs Court, Franklin, Tennessee 37067 ("Assignee").

WHEREAS, pursuant to that certain Contribution and Purchase Agreement (the "Purchase Agreement"), dated March 31, 2014, entered into by and among Assignor, WS Onsite Top LLC, a Delaware limited liability company, Onsite Holding LLC, a Delaware limited liability company ("Buyer"), and Onsite Holding Corp., a Delaware corporation, Buyer has agreed to purchase certain equity interest in Assignee and Assignor has agreed to assign the trademark listed in the attached Schedule (hereinafter, the "Trademark") to Assignee;

WHEREAS, Assignor owns all right, title and interest in and to, and is the sole and exclusive owner of the Trademark; and

WHEREAS, pursuant to the Purchase Agreement, Assignee is desirous of acquiring the Trademark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby irrevocably assigns, sells and transfers to Assignee, its successors and assigns, all worldwide right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and the identified registration therefor, all common law rights in the Trademark, and all rights and privileges granted and secured thereby, including all right to sue for past, present and future infringement and other violations thereof, the registrations and applications for registration therefor, and all benefits of the Trademark, for Assignee's own benefit and the benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor does further consent to the recordation of this Assignment by Assignee with the Commissioner of Patents and Trademarks.

This Assignment and the Schedule hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Illinois, without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date first written above.

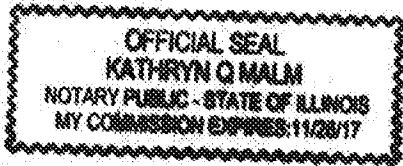
WALGREEN CO.

By: *KRM* *Kermit R. Crawford*  
Name: *Kermit R. Crawford*  
Title: *President of Pharmacy,*  
Date of Signature: *Health and Wellness*

STATE OF ILLINOIS )  
COUNTY OF LAKE )

On this 5<sup>th</sup> day of JUNE, 2014, before me appeared Kermit R. Crawford  
the person who signed this instrument on behalf of Walgreen Co., who acknowledged that he/she  
signed it on behalf of the identified COMPANY as President of the identified  
COMPANY and pursuant to authority duly received.

*Kathryn Q. Malm*  
Notary Public



[Signature Page to Assignment of Trademark]

**SCHEDULE**

<u>Trademark</u>	<u>Country</u>	<u>Owner</u>	<u>Status</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
HEALTHY MEASURES	United States	Walgreen Co.	Registered	78871154	April 27, 2006	3541994	December 2, 2008